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APPENDIX
Volume III

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1975

No. 75-636 and No. 75-672
(Consolidated)

No. 75-636
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
Petitioner,
v.
UNITED STATES OF AMERICA,
Respondent,

and

No. 75-672
T.I.M.E.-D.C., INC.,
Petitioner,
v.
UNITED STATES OF AMERICA,
Respondent.

ON WRITS OF CERTIORARI TO THE UNITED STATES
COURT OF APPEALS FOR THE FIFTH CIRCUIT

PETITION FOR CERTIORARI IN NO. 75-636 FILED OCTOBER 29, 1975
PETITION FOR CERTIORARI IN NO. 75-672 FILED NOVEMBER 6, 1975
CERTIORARI FOR BOTH GRANTED MAY 24, 1976

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[863] **CHARLES F. HUTCHINSON,**
called as a witness at the instance of the defendant, unions, having been previously sworn, was examined and testified as follows:

[864] **Direct Examination**

By Mr. Wells

Q. You are the same Mr. Hutchinson that previously has been sworn and testified in this proceeding? A. Yes, sir.

Q. Mr. Hutchinson, as applications are made by people in units other than the road unit to move to the road, are they judged by any different standard insofar as the employer is concerned with respect to color, race or national origin of the applicant? A. No, sir. Race or national origin has nothing to do with it.

Q. To your knowledge, has there ever been an instance where a black or brown applied to transfer and was denied on an occasion when a white similarly applied to transfer and was given a transfer? A. Not to my definite knowledge. Of course, in the course of the depositions, there have been inferences, but of course, I'm not the judge on those.

Q. I take it that in the depositions there was some claim of that in Memphis and in Atlanta, was there not? A. Yes, sir.

Q. Do you recall, I believe you were at all of the depositions, was there even a claim of it any place else? A. I don't remember one offhand, but there were so many **[865]** cities.

Q. With respect to the transfer between any unit, is there any different standard with respect to white, black or brown? A. No, sir.

Q. Mr. Hutchinson, I hand you what has been marked for identification as Exhibit UUU. Would you explain for the record

what that is, please, sir? A. Yes, sir. This is a rough map of our terminal facilities. The facilities circled in red, sir, are those points where we have line drivers.

The Court: Circled in red?

A. (By the witness) Yes, sir.

The Court: Let me see here.

Mr. Wells: Red dotted.

A. (By the witness) Dotted.

The Court: All right, sir.

A. (By the witness) Those that are dotted in black are those facilities where we have no line drivers. Those facilities with the red and green mark are those facilities where we have line drivers but no terminal operation, so to speak, no dock operation.

Q. (By Mr. Wells) Did I read your map correctly then? Well, please state for the record what areas at which there are located line drivers, but no city drivers. A. (By the witness) In Medford, Oregon, Sallisaw, Oklahoma, **[866]** Venita, Oklahoma and Winchester, Virginia.

The Court: Medford, Oregon, you say?

A. (By the witness) Yes, sir, that's a relay point.

The Court: It shows in California on my map.

Mr. Wells: I think they redone the map. Here they've got it in California by error. Medford should be in Medford, Oregon, should it not?

A. (By the witness) Yes, sir.

The Court: Well, let it remain up there.

A. (By the witness) In Kalamazoo, Michigan, no kind of operation, just sales office.

Q. (By Mr. Wells) All right, sir. Now, you have indicated where there were line drivers, but no city drivers. Where are there city drivers but no line drivers? A. (By the witness) In those facilities that are marked in black, such as Hobbs, San Antonio, Tucson, San Diego.

Q. All right. Let's say that—let's take San Antonio. What is the closest spot to San Antonio at which there are road drivers? A. Dallas.

Q. Approximately what is that, over three hundred miles? A. I would say so, yes, sir.

Q. Now, what, if any, problems would there be if it should be required that city people have an absolute right to go to the **[867]** road in San Antonio——

Mr. Fenton: I think he clarified it. I was just wondering if he was limiting his question to that particular transfer possibility.

The Court: All right.

A. (By the witness) Well, from San Antonio to Dallas, there's no road drivers in San Antonio, and whoever wanted to be a road driver in San Antonio would have to move to Dallas.

Q. (By Mr. Wells) Well, are there other areas in that part of your system where there are no road drivers? A. (By the witness) Such as Hobbs, you mean?

Q. Operationally, how would you work it out to fairly give every city man—— A. Operationally, sir?

Q. ——an opportunity to go to the road if that were required? A. Operationally, sir, I don't know how you would work it out. You would disrupt—You need, for instance, to know as a matter of sound operating principles what your city crew was going to be. You need to know what your road crew is going to be, size of the availability of it. If you were going to transfer everybody all over, there would be the practical

things of moving, disruption of the particular board at one place or another by people moving in and out.

Q. For example, Medford, Oregon, is in southern Oregon, and **[868]** it appears only to be a road station, is that correct? A. Yes, sir.

Q. Now, if you were required to give local people a shot at road jobs, how would you select which local boards would be considered with respect to a vacancy at Medford, Oregon? A. You would have to through the other fifty in a hat and draw, I guess.

Q. You might draw from Portland or Seattle or from San Francisco or Los Angeles, Toledo, or Springfield, or where would you draw them from? There's no practical way to decide it, is there? A. Well——

The Court: Couldn't they bid on it just like they got a right to bid from one road job to another job?

Mr. Wells: That's a good question.

Q. (By Mr. Wells) What would be the area from which the bid would be accepted? A. (By the witness) Could be anywhere from Portland to Albany.

The Court: Well, can't they do that, now?

A. (By the witness) No, sir.

The Court: On a road job to road job, can't somebody in Portland bump somebody over in Boston?

A. (By the witness) No, sir.

The Court: What is your limitation?

[869] A. (By the witness) You're limited to the particular unit and particular jurisdiction of that unit.

The Court: What do you mean?

A. (By the witness) Well, the Southern Conference is the only conference that has a modified seniority thing whereby you can move from one location to another. The Western Conference doesn't and the Central and the Eastern don't have the modified——

Mr. Wells: May we take a minute to develop that?

Q. (By Mr. Wells) Let's take the Southern Conference. Do you have a road board in Atlanta? A. (By the witness) Yes, sir.

Q. I'm talking about only the road, and operate in Atlanta. A. (By the witness) Yes, sir.

Q. Is that board related, absent modified seniority, to the Dallas board or the Memphis board or any other board? A. Not absent modified seniority.

Q. If you move that situation then up to the Central States where you have St. Louis and Kansas City, is the St. Louis board related to the Kansas City board at all as far as road people are concerned? A. No, sir. It's entirely distinct.

Q. Now, you have indicated then that basic position and practice is that road boards are unrelated to each other except **[870]** for so-called modified seniority in the Southern Conference. A. Yes, sir.

Q. Was modified seniority in the Southern Conference? A. Well, it permits—do you want a definition of how it works?

Q. How it works. A. Well——

Q. Assume you are diminishing the Atlanta board, you are increasing the Dallas board. A. Okay. If you are diminishing the Atlanta board and your seniority would permit you to work in Dallas, then you can work in Dallas, if you will.

Q. And you would move your road seniority over to the road unit in Dallas. A. Yes, sir.

Q. And if it was sufficient, it might bump some Dallas drivers. A. Yes, sir.

Q. If it was less than the drivers on the Dallas board, you would go to the bottom of the Dallas board. A. That's right, sir.

Q. Now, that kind of mobility as between road boards has been negotiated only in the Southern Conference, is that correct? A. Yes, sir.

[871] Q. And if I am a road driver on the Medford board, Medford, Oregon, and there come a diminution in business, what happens to me? A. You are out of work.

The Court: You can't go to another board?

A. (By the witness) That's right.

The Court: Is that in the contract?

A. (By the witness) That is by contract, yes, sir.

The Court: The area?

A. (By the witness) Whatever particular supplement covers it.

Q. (By Mr. Wells) Now, under modified seniority, is there free run? If there comes a diminution in Atlanta, and I am on that board, I'm not caught by the diminution but I figure well, Atlanta is on the downgrade and Dallas is on the upgrade, can I just pick up my Atlanta seniority and move it over to Dallas? A. (By the witness) No, sir.

The Court: You have to be terminated or laid——

A. (By the witness) You have to be laid off.

The Court: You can't do it just to get a better place to live.

A. (By the witness) In other words, when there's a **[872]** reduction in business somewhere, somebody is going to be laid off somewhere.

The Court: But you can't do it unless there is a reduction in force.

A. (By the witness) that's right.

Q. (By Mr. Wells) In your experience in this industry, if you were required to move city and road in the light of the geography which your company serves and in the light of the location of road personnel, would it be feasible to do so? A. (By the witness) No.

Mr. Fenton: Your Honor, is that question—I'd like——

The Court: He's already said it wouldn't.

Mr. Wells: All right.

Mr. Fenton: I would just like—well, if there is going to be an answer, I'd like a clarification.

The Court: All right. Wait and see if Mr. Wells is through. Are you through with this witness?

Mr. Wells: I am through with that issue. I'm not——

The Court: Let's let him go ahead. You develop it on cross-examination.

Q. (By Mr. Wells) Mr. Hutchinson, I hand you what has been marked for identification as Exhibit Triple S. Would you explain to the Court what that is, please, sir? **[873]** A. (By the witness) We selected twenty-one of our largest terminals merely to demonstrate, or purely to demonstrate the minority breakdown by local union. Also to illustrate the problems. When you're talking about San Francisco, you're not just talking about the San Francisco terminal per se, but you're talking about six different locals.

Q. So that the exhibit will be understandable, the first column shows the terminal and the local union. A. Yes, sir.

Q. An SFO, for example, stands for—— A. San Francisco.

Q. The next line is percentage of population? A. That is percentage of minority in the standard metropolitan statistical area where applicable.

Q. For example, there were 10.6 Negroes, 6.4 Spanish speaking Americans and a total of 23.6 minority, is that correct? A. Yes.

Q. Now, that takes the standard metropolitan statistics, is that correct? A. Standard metropolitan statistical area.

Q. That is without regard to employable age, distance from the terminal, or qualifications, is that right? Just pure census figures? A. Yes. For instance, our San Francisco terminal is in Oakland and Hayward. Nobody lives out there where it is.

[874] The Court: That is employees of T.I.M.E. along with that union.

Q. (By Mr. Wells) In Local 70, a hundred and nineteen, is that correct? A. (By the witness) Yes.

Q. Of whom eight are Negro or 6.7 percent of the total. A. Yes.

Q. Twenty-one percent are Spanish speaking? A. Yes, sir.

Q. I mean twenty-one. A. 17.7 percent, yes.

Q. That would be an excess over the 6.4 Spanish speaking Americans in the metropolitan area. A. Yes.

Q. And similarly, now, is similar information shown for each of the terminals? A. Yes, sir.

Q. Perhaps you should identify those terminals in sequence. A. All right. It would be San Antonio, and OKC, Oklahoma City, Memphis, Nashville, Dallas, Denver, Atlanta, Chicago, our two Los Angeles facilities, Albany.

Q. You combined the two there, did you? A. Yes. Albany, North Bergen, New York City, which are both commonly called New York City terminals, El Paso, Kansas City, Knoxville, Phoenix, Seattle, St. Louis, Winchester and **[875]** Portland.

Something that isn't too clear, if you look back on the first page at the terminal marked DAL, Dallas, we have Local 645, a hundred——

Q. Local 745? A. Seven forty-five, pardon me. And that consists of a road unit, dock unit, a garage unit and an office unit, all four separate different contracts and we didn't break it down that far.

Q. Whereas in San Francisco, Local 70 represents one particular unit, 468 another, etc. A. Yes.

Mr. Wells: We offer the Exhibit Triple S in evidence, Your Honor.

The Court: It's admitted.

(Defendants' Exhibit SSS received into evidence by the Court as Defendants' Exhibit SSS.)

Q. (By Mr. Wells) Without taking the time to extract the particular exhibit at this point, do you recall that you sponsored an exhibit yesterday which showed the money differences between take-home pay between city and road employees of T.I.M.E.-DC? A. (By the witness) Yes. It would be gross pay, if you will, sir.

Q. Actually, there were two separate exhibits, were there **[876]** not, one on the basis of those making more than three thousand and tne other an overall exhibit? A. Yes, there were two.

Q. Now, those were for the year 1971, were they not? A. Yes.

Q. Is it not true that as of January 1st, 1972, there was a twenty-five-cent-an-hour raise for the city people? A. Yes, sir.

Q. And twenty-five times a forty-hour week is what, ten dollars a week? A. Yes.

Q. Five hundred twenty dollars a year, if they only work straight time. A. Yes, straight time.

Q. If they followed the overtime patterns of prior years, approximately how much will be added to the city employees by reason of that January 1, 1972 increase? A. Oh, say add a ten percent ratio, which is fairly typical, it would add—I'm not the local mathematician, another three or four or five dollars a week.

Q. In the neighborhood of $600.00 a year more income coming to each city man or dock man as of January 1, 1972. A. Yes, sir.

Q. There was no similar raise for the road driver at that time, was there? **[877]** A. That's right, there was no raise.

Q. The road driver as of now, and until next July, as the contract indicates, is at the same level he was in '71. A. Yes, sir. As a matter of fact, over the term of this contract the dock people, if you will, including cost of living, I think their total increase will be about two dollars and one cent an hour. The drivers' rate will increase approximately a dollar twenty-five cents an hour.

Q. So the gap, if there was one shown in those exhibits of yesterday, is substantially narrowed already in 1972. A. Yes, sir.

Mr. Fenton: Objection. That calls for a conclusion.

The Court: Well, I'll sustain the objection.

Q. (By Mr. Wells) In that connection, did the road income which you computed in those exhibits take into account the extra expense which road drivers have which a city driver does not have? A. (By the witness) No, sir, it didn't.

Q. Is it true that a road driver does have some expense which a city driver does not have? A. Yes, I think the IRS, as a matter of fact, allows them sixteen or eighteen hundred dollars a year exemption typically for his road expenses.

[878] Q. To your knowledge, is there presently existing a pool of qualified blacks qualified to drive road equipment, blacks or other minorities in any area in which T.I.M.E.-DC operates?

Mr. Fenton: Objection to that. Improper predicate.

The Court: I'll overrule.

A. (By the witness) The difficulty that we are——

The Court: Just answer him yes or no. Do you have any knowledge of the pool?

A. (By the witness) No, sir.

Mr. Wells: I believe that's all.

The Court: All right, sir. Mr. Fenton?

While they are conferring here, have you made any study in the form of a questionnaire or inquiry of the city units of how many of those would desire a transfer to the road unit?

A. (By the witness) No, sir. We get occasional flare-ups from city people.

The Court: I mean have you made a survey?

A. (By the witness) No, no, no, no survey.

The Court: You couldn't say five percent of what?

A. (By the witness) I couldn't say.

* * * * * * *

Cross-Examination

By Mr. Fenton

Q. Mr. Hutchinson, you were asked some questions about Defendants' Exhibit UUU, and the possibilities of transfer from city to road, and you recited some examples of terminals where

you have only city drivers and others where you have only road drivers.

Was your testimony in response to Mr. Wells' question based on the assumption that he was asking you about unrestricted transfers anywhere in the system from city to road? A. Yes, sir, it was. We were speaking about the geographic problem.

Q. You assumed as a predicate that he was inquiring about the possibilities of a transfer from the, let's say a city driver in Providence, Rhode Island to one in Medford, Oregon. A. As a matter of geographic problem, yes. There are others, of course.

Q. You included that in your comment about the problem; I mean, you included that possibility when you commented. A. The geographic problem?

Q. Yes. A. Yes.

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[880] **Redirect Examination**

By Mr. Wells

Q. Mr. Hutchinson, along the line of the Court's inquiry as to whether you made any survey as to the number of city people that wanted to move, as I recall, you have had some experience in Memphis where there is an agreement with the local union that on a seniority basis people can move city to road starting at the bottom of the road board for bid and layoff. A. Yes, sir.

Q. And there are in the neighborhood of a hundred and fifty people in the city unit in Memphis. A. I believe so, yes, sir, approximately.

Mr. Wells: If Your Honor piease, that will be shown specifically, I believe, in Exhibit 171.

Q. (By Mr. Wells) Do you recall how many people asked to take advantage of that agreement with the local union there? A. (By the witness) I believe it's through '71, it would be about some thirty-two people.

Q. Over how long a period of time? A. Ever since April of '69 to the end of '71 would be——

Q. How many out of a hundred and seventy-one are qualified to go into the over-the-road positions?

Ordinarily, you wouldn't think a dock worker having road **[881]** qualifications. How many, or do you have any idea? A. I have no idea.

The Court: But thirty-two of the hundred and seventy-one have transferred.

A. (By the witness) Have transferred.

Q. (By Mr. Wells) Over a period of—— A. (By the witness) Two years eight months.

Q. As the record shows, some of those are white and some are black. A. Some are white and some are black.

Mr. Wells: That's all. Thank you.

The Court: Would you state that a third of the hundred and seventy-one would be qualified or half or I know you said you didn't know, and I shouldn't be asking the question maybe, but any assistance you could give me, I'm just wondering what percentage of those qualified asked to be transferred. It sounds pretty high to me.

A. (By the witness) It does sound high. I think they are down to about two people on there with seventy and seventy-one dates. In other words, they have just about gone through the whole board now on the basis of seniority and I would have no way of really estimating how many would be qualified.

Mr. Wells: Actually, Mr. Hutchinson, Memphis is a place where there is some—quite some agitation **[882]** within the local union as a political issue quite aside from race, is there not?

A. (By the witness) Yes, sir.

Mr. Wells: To your knowledge, more or less than in other locales?

Mr. Fenton: Your Honor, I move that that be the comment of counsel rather than the answer of Mr. Hutchinson.

The Court: Well, I don't know which way the knife cuts itself. I'll let it stay in the record.

A. (By the witness) It is a political problem within the local in Memphis.

Mr. Wells: Thank you.

The Court: But still thirty-two of them want to transfer, political pressure or otherwise.

A. (By the witness) Thirty-two, yes, sir.

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[883] Mr. Fenton: The government has no further evidence, Your Honor.

The Court: T.I.M.E.?

Mr. Schuler: We have nothing further.

Mr. Wells: Nothing further.

The Court: Now, I know, and you have informed me, I don't have any idea about the details, of some partial agreement as to a consent decree. If you want some more time, I kind of gather that you're not quite ready.

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[*56] The Court: Listen, this is the way it will be. On or before June 15th, the plaintiff will file their proposed findings of fact and conclusions of law, as well as a list of the names of the people that they feel are entitled to equitable relief because of past discrimination, or current discrimination. and the reasons for each of these persons.

The defendants will then have until July 15th to either agree with your findings of fact, or partially agree with them, and agree with the list of names, or partially agree with them, and file their findings of fact that conclusions of law, it being understood that if any good cause is shown by either of the defendants for extension of time to file the findings of fact and conclusions of law, I will look at it favorably, but I would like for the names to be worked out by them, if at all humanly possible, and with each of those I assume that you're going to make your suggestions as to what **[57]** equitable relief you think the people are entitled to, not person by person, but, you know, date of first employment, or whatever, and I would welcome the same suggestion from the defendants.

Then, I believe we said after July 15th, I would give until August 1st for the government to file rebuttal. Of course, if I extend your time, I will extend theirs.

I agree with the government. I would like to dispose of this. If there is a wrong being done, I don't think we ought to compound this wrong by dragging our feet in Court, but I don't want to go so much in a hurry that we are overlooking something, or get ourselves in deeper water than we are in to start with. Let's try to work out a common sense approach to this thing. I know that the union and T.I.M.E. want this business to thrive, and I think the Department of Justice does, too, if we can assume the minorities are protected. What the practical steps are to be taken to solve this, that's all there is to it.

Is that all right?

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* Discussion reported in a separately bound and numbered Reporter's Transcript of Proceedings for May 12, 1972.

Mr. Schuler: Fine, Judge.

The Court: I didn't think we were going to settle this thing today.

B. **Plaintiff's Exhibit 201**

CONSTITUTION AND BYLAWS OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

Preamble

As almost every improvement in the condition of the working people was accomplished by the efforts of organized labor, and as the welfare of workers can best be protected and advanced by their united action in one great labor organization, we have organized the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

ARTICLE I

Name

Section 1. This organization shall be known as the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America and shall consist of an unlimited number of Local Unions chartered by the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

The principal and main office of the International Union shall be located at such place as is designated by the General Executive Board.

Objects

Section 2. The objects of this International Union are to organize under one banner all workmen engaged in industry; to educate them to cooperate in every movement which tends to benefit the organization; and to impress upon our membership, employers and the public that it is to the advantage of all concerned that workers be organized. The organization of our industry requires honest and intelligent membership, adapted to the business. We teach our membership the advantage, benefits and importance of their industrial position, and we endeavor to build up and perfect a labor organization in conformity with the highest standards of our American and Canadian citizenship. We seek to improve the industry by increasing the efficiency of the service and by instilling confidence, good will and understanding between our membership and their employers, which will have the effect of preventing unnecessary conflicts or serious misunderstandings between the membership and their employers, and which will further encourage cooperation and fair dealing with all employers so as to secure for our membership reasonable hours, fair wages and improved working conditions.

The objects of this International Union are also to secure improved wages, hours, working conditions and other economic advantages through organization, negotiations and collective bargaining, through advancement of our standing in the com-

munity and in the labor movement through legal and economic means, and all other lawful methods; to provide educational advancement and training for employees, members and officers; to safeguard, advance and promote the principle of free collective bargaining, the rights of workers, farmers and consumers, and the security and welfare of all the people by political, edu-

cational, and other community activity; to engage in cultural, civic, legislative, political, fraternal, educational, charitable, welfare, social and other activities which further the interests of this organization and its membership, directly or indirectly; to provide financial and moral assistance to other labor organizations or other bodies having purposes and objectives in whole or in part similar or related to those of this organization; to engage in community activities which will advance the interests of this organization and its members in the community and in the nation, directly or indirectly; to protect and preserve the International Union as an institution and to perform its legal and contractual obligations; to receive, manage, invest, expend or otherwise use the funds and property of this organization to carry out the duties and to achieve the objectives set forth in this International Constitution and Bylaws and for such additional purposes and objects not inconsistent therewith as will further the interests of this organization and its members, directly or indirectly.

It is recognized that the problems with which this labor organization is accustomed to deal are not limited to unionism or to organization and collective bargaining alone, but encompass a broad spectrum of economic and social objectives as set forth above and as the Union may determine from time to time; we therefore determine and assert that the participation of this labor organization, individually and with other organizations, in the pursuit and attainment of the objectives set forth herein are for the sole benefit of the organization and its members.

ARTICLE II

JURISDICTION, MEMBERSHIP AND ELIGIBILITY TO OFFICE

Jurisdiction

Section 1. This organization has jurisdiction over all workers including, without limitation, teamsters, chauffeurs, warehousemen and helpers; all who are employed on or around horses, harness, carriages, automobiles, trucks, trailers, and all other vehicles hauling, carrying, or conveying freight, merchandise, or materials; automotive sales, service and maintenance employees, garage workers and service station employees, warehousemen of all kinds employed in warehouse work, stockmen, shipping room employees, and loaders, that is, persons engaged in loading or unloading freight, merchandise, or other

materials on to or from any type of vehicle; all classes of dairy employees, inside and outside, including salesmen; brewery and soft drink workers; workers employed in ice cream plants; all other workers employed in the manufacture, processing, sale and distribution of food, milk, dairy and other products; all truck terminal employees; and cannery workers.

Membership

Section 2 (a). Any person shall be eligible to membership in this organization, provided that hereafter no person shall be eligible for membership in the International Union who has willfully refused to become a citizen of either the United States or Canada or of the country in which his Local Union is chartered, at his option.

(b) Persons who own, lease or operate a team or vehicle and/or perform any other work may be eligible for membership in this International Union. If, however, any Local Union can prove to the satisfaction of the General President that the membership of such individuals would be detrimental to the welfare of the Local Union, it may present such facts to the General President for authority to refuse to accept such persons as members. The General President shall consider all the facts and circumstances and render a decision in the matter, subject to appeal to the General Executive Board, which shall be binding on the Local Union.

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(c). The foregoing provision shall apply with equal force to so-called "vendors" and "owner-equipment drivers." A "vendor" is a person who purchases products and sells the same on his own behalf. An "owner-equipment driver" is a person who, in connection with his employment, uses equipment sold or leased to him by his employer or equipment which he has purchased independently but which he uses in whole or in part in the service of his employer. When such persons apply for membership in the International Union, the Local Union and the International Union shall have the right and authority as a condition precedent to membership to approve or disapprove any contract pertaining to such form or similar form of employment.

(d). All contracts hereafter renewed or entered into, pertaining to such form or similar form of employment, shall likewise be subject to such approval or disapproval of the Local Union and Internationl Union. If, in the judgment of the Local Union or International Union, such employment contract will constitute a reduction in the union wage scale then prevailing for such service without "owner equipment," the same shall not be approved by the Local Union, and such persons shall be ineligible to membership or, if members, shall cease to work under

such conditions or be subject to suspension or expulsion by the Local Union or International Union.

(e). The General Executive Board is empowered,

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when necessity arises, to change, alter and amend any provision of paragraphs (b) through (d) inclusive of this Section.

(f). Local Unions and other subordinate bodies are authorized, through duly adopted Bylaws and with the approval of the General President, to place such specific limitations as the circumstances warrant on the right of members who hold supervisory positions to hold office and participate in the affairs of their organizations.

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Eligibility to Office

Section 4 (a) (1). To be eligible for election to any office in a Local Union, a member must be in continuous good standing in the Local Union in which he is a member and in which he is seeking office for a period of twenty-four (24) consecutive months prior to nomination for said office. "Continuous good standing" means compliance with the provisions of Article X, Section 5 concerning the payment of dues for a period of twenty-four (24) consecutive months, together with no interruptions in active membership in the Local Union for which office is sought because of suspensions, expulsions, withdrawals, transfers or failure to pay fines. A Local Union in its Bylaws may require that a member, to be eligible for election to any office in the Local Union, must have attended a minimum number of the regular or divisional meetings of the Local Union, but not to exceed fifty percent

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(50%), during the twenty-four (24) consecutive months prior to nomination. In the instance where a Local Union adopts the International Constitution and Bylaws as its Bylaws, it shall be presumed that the Local Union has adopted the above-stated requirement of fifty percent (50%) minimum attendance as a qualification for office.

(2). To be eligible for election to any office in a Local Union, a member must have complied with the requirements of Section 4 (a) (1) and in addition must have worked for a period of two (2) years as a member under the jurisdiction of the Local Union in which he is seeking office; provided, however, that the General Executive Board, upon good cause shown, may waive the requirement of having worked under the jurisdiction of the Local for the two (2) year period.

(3). To be eligible for office in the International Union, or a subordinate body other than a Local Union, a member must have complied with the requirements of Section (4) (a) (1) and in addition must be or have been an officer, organizer or Business Agent of the International Union or a Local Union thereof; provided, however, that an officer of a Local Union chartered less than twenty-four (24) months, unless chartered as a result of split-off or merger, shall not be eligible for office in the International Union.

(4). The requirement of continuous good standing and working in the jurisdiction and the obliga-

tion to take a transfer card or an honorable withdrawal card as provided in this Constitution shall not be applicable to any officer or employee during a leave of absence granted to such officer or employee with the approval of the Local Union Executive Board.

(b). In newly chartered Local Unions which have been in existence for less than twenty-four (24) months, a candidate for Local Union office must be a member and in continuous good standing in such Local Union and must have worked under its jurisdiction as a member for at least half of the period of time since the Local Union was separately chartered by the International Union.

(c). In newly chartered Local Unions, chartered as a result of split-off or merger, a candidate must be a member of the newly chartered Local Union, must have worked in the jurisdiction for a total period of two (2) years, and for a total period of twenty-four (24) consecutive months prior to nomination must be in continuous good standing on a cumulative basis in the newly chartered Local Union and the Local Union from which the newly chartered Local Union was split off or with which the newly chartered Local Union was merged.

(d). To be eligible for election to any office in a Local Union a member who has been transferred from one Local Union to another Local Union as a result of merger or the dissolution of his former Local Union must have worked for a total period

of two (2) years on a cumulative basis as a member under the jurisdiction of the Local Union in which he is a member and the Local Union from which he has been transferred, and must have been in continuous good standing on a cumulative basis in both Local Unions for a total of twenty-four (24) consecutive months prior to nomination.

(e). The requirement herein of having worked in the jurisdiction as a member shall not be construed to prevent any member holding Local Union office or employed as a full-time organizer for the International Union at the time of the 1952 International

Convention from being eligible for subsequent elections to office in a Local Union or election to office in the International Union or any subordinate body or as a delegate to International Conventions.

(f). The eligibility requirements of subparagraph (a) (1) and (2) of this Section 4 shall apply to members of Local Union Executive Boards, elected Business Agents of Local Unions, delegates to Central Bodies or other subordinate bodies of this International Union, and delegates to all conventions of labor and to the Conventions of the International Brotherhood of Teamsters.

(g). Elected officers of the International Union, Local Unions and other subordinate bodies shall be delegates to other subordinate bodies, Conventions of the International Brotherhood of Teamsters, and all other conventions by virtue of their

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office and in accordance with applicable provisions of this Constitution and the Bylaws of such other subordinate bodies.

(h). The General Executive Board, upon good cause shown, may waive any or all the eligibility requirements of this Section 4 in connection with an election being conducted in a Trusteed Local Union as a preliminary step to the release of the Local Union from trusteeship pursuant to the provisions of Article VI, Section 5 (f).

ARTICLE III

CONVENTION AND REPRESENTATION

Conventions

Section 1. The International Convention shall be the supreme governing authority of the International Union and shall have

the plenary power to regulate and direct the policies, affairs and organization of the International Union.

The Convention of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America shall be held every five (5) years at such time and place as may be designated by the General Executive Board upon the recommendation of the General President. The General Secretary-Treasurer shall issue a call for the Convention not less than ninety (90) calendar days prior to the date of meeting, unless otherwise directed by the General Executive Board. In the event of

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an emergency as determined by the General Executive Board which prevents the holding of a Convention in accordance with the provisions herein set forth, the same shall be held as soon thereafter as possible, in accordance with the intent and spirit of the Constitution.

Basis of Representation

Section 2. Each Local Union having one thousand (1000) members or less shall be entitled to one (1) delegate and one (1) delegate for each additional seven hundred fifty (750) members or major fraction thereof, but in no case shall a delegate have more than one (1) vote, even though he may also be a delegate from the International Union or from more than one subordinate body. No proxy vote will be allowed. (See also Article VII, Section 5.)

Requisites for Representation

Section 3 (a). Except as provided in Section 3 (c), no Local Union shall be entitled to representation in the Convention that

has not been chartered, affiliated and in good standing for a total of six (6) months prior to the opening of the Convention.

(b). No Local Union shall be entitled to representation in the Convention which at the time of the call of the Convention is six (6) months or more in arrears in moneys due to the International Union or to any subordinate body thereof with which such Local Union is affiliated, or which, if less than six (6) months in arrears, has not paid

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all such arrearages in full at least three (3) days prior to the opening of the Convention, excepting those moneys due for the last month, which amounts must be paid by the beginning of the Convention. If the circumstances warrant, the General Executive Board may waive any of the foregoing requirements.

(c). The General Executive Board is empowered to grant full representation to any Local Union which has been affiliated with the International Union for less than six (6) months when such Local Union was formerly an independent Local Union or was formerly affiliated with an international union other than the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or was chartered as a result of split-off or merger.

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Credentials Committee

Section 7 (a). The General President shall, preceding each Convention, appoint from the delegates elect a committee of not less than seven (7) to act as a Credentials Committee. Said Committee shall meet at the place of holding the Convention five (5) days prior to the opening of the Convention. The General President or his representative and General Secretary-

Treasurer shall also be members of said Committee. To this Committee shall be referred all credentials. This Committee shall have a partial or complete report in writing ready for the Convention when it opens. All hearings of the Credentials Committee shall be held in the Convention city.

(b). It shall be the duty of the Credentials Committee to examine credentials and to make the initial decision on challenges. It shall be presumed that all delegates who have submitted credentials in the form required to the General Secretary-Treasurer or to the Credentials Committee have been properly selected as delegates from their subordinate body, and such delegates may vote upon the acceptance or rejection of the Credentials Committee's report, in whole or in part, and on other matters which come before the Conven-

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tion. Only those delegates who are present and seated at the time the report of the Credentials Committe is submitted may vote upon the acceptance or the rejection of such report.

(c). The appointed members shall receive as compensation for their extra services such expenses and remuneration as the General Executive Board may determine.

Constitution and Other Committees

Section 8. The General President is authorized to appoint from the membership a Constitution Committee which shall prepare proposed amendments to the International Constitution for submission to the Convention. The General President at his discretion is also authorized to appoint such other committees from the membership as he may determine will facilitate the work of the Convention. The appointed members shall receive as compensation for their extra services such expenses and remuneration as the General Executive Board may determine.

Amendments to Constitution; Resolutions

Section 9 (a). Thirty (30) days prior to each Convention, Local Unions, Local Union officers, members in good standing, or the general officers shall have the right to send to the General President proposed amendments or additions to the Constitution, or resolutions, which shall be submitted to the Constitution Committee when it meets. This

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shall not deprive delegates to the Convention of their right to propose amendments or additions to the Constitution during the Convention or to submit resolutions or amend resolutions during the Convention in accordance with the rules governing the Convention. However, in all instances a proposed amendment or addition to the Constitution, or a resolution or amendment to a resolution shall be referred to the Constitution Committee.

(b). Amendments to the Constitution and all other action of the Convention shall be adopted by a majority vote of the delegates present, seated and voting at the time of submission of the amendment or other proposed action to the Convention. Amendments shall become effective immediately upon their adoption unless otherwise specified in any particular amendment adopted by the Convention.

(c). The General Executive Board shall have the power, following Convention adoption of amendments to this Constitution, but prior to printing thereof, to make such typographical, grammatical, and punctuation corrections, rearrangements and renumbering of articles and sections, or otherwise, including the supplying or remedying of inadvertent omissions or errors, as are necessary to carry out the spirit and intent of any amendments so adopted.

(d). The General President shall determine and may change the order of business at the Convention at any time.

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(e). The time within which certain actions must be taken as set forth in this Article, other than the time of holding the International Convention, may be waived by the General President and General Secretary-Treasurer upon good cause shown, with a right of appeal to the General Executive Board.

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ARTICLE IV

OFFICERS, DELEGATES AND ELECTIONS

International Officers

Section 1 (a). The officers of the International Brotherhood of Teamsters shall consist of a General President, General Secretary-Treasurer, General Vice President, twelve (12) Vice Presidents, and three (3) Trustees. The General President, the General Secretary-Treasurer, the General Vice President and the twelve (12) Vice Presidents shall constitute the General Executive Board.

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(b). Vice Presidents, other than the General Vice President, shall be known as First, Second, Third, etc., in accordance with their seniority on the General Executive Board.

(c). Not more than one (1) Vice President from any one (1) state, Canadian province or similar governmental subdivision of another country can be elected to hold or appointed to a position

entitling him to a seat on the General Executive Board, provided that this provision shall not disqualify any member of the General Executive Board as of the 1961 Convention from continuing in such position and from eligibility for re-election at the 1961 and subsequent Conventions. The officers of the International Union shall as nearly as practicable be uniformly distributed throughout the entire country. The provisions of this subsection shall not apply to the office of General Vice President.

(d). The term of office of all International Union officers shall be five (5) years, or the interval between regular Conventions, whichever is the longer, and until their successor is qualified and sworn, subject however to the provisions of Article IX, Section 8.

Election of Officers

Section 2. All nominations for International offices shall be made in open Convention and elections shall be by roll call where there is more than one (1) candidate for any office. No roll call vote shall

be necessary where there is only one (1) candidate for such office, and such candidate shall be declared elected. It shall require a plurality of all votes cast to constitute an election. This shall not apply to Trustees, but in their election each delegate must vote for three (3) candidates for Trustees and the three (3) candidates receiving the highest number of votes shall be declared elected. No roll call vote shall be necessary where only three (3) candidates are nominated for Trustees, and the three (3) candidates shall be declared elected.

Candidates must accept nomination in person at the time made or, if absent, by written acceptance filed with the General

Secretary-Treasurer one day prior to nominations, and a candidate may accept nomination for one International Union office only.

All officers shall be installed on the last day of the Convention and assume their official duties immediately following the adjournment of the Convention.

Delegates to Conventions and Meetings; Expenses; Unit Rule

Section 3. All delegates representing the International Union at conventions or meetings of any other labor organization or federation of labor organizations, national or international, shall be appointed by the General President and shall perform such functions as the General President may prescribe.

All expenses and allowances of the above delegates shall be paid by the International Union, the amount to be determined by the General President.

The unit rule shall prevail in all votes cast among the delegates representing the International Union at such conventions and meetings.

ARTICLE V

SALARIES AND EXPENSES OF OFFICERS

Section 1 (a). The salary of the General President shall be one hundred thousand dollars ($100,000.00) per year; the salary of the General Secretary-Treasurer shall be seventy-five thousand dollars ($75,000.00) per year. All expenses of the General President and the General Secretary-Treasurer shall be paid by the International Union.

The salary and expenses of the General Vice President in connection with his duties in that capacity shall be determined by the General President subject to the approval of the General Executive Board.

(b). The Vice Presidents, other than Vice Presidents who are full-time organizers, shall receive a salary of one thousand five hundred dollars ($1,500.00) per month as compensation for attending board meetings and for representing the interests of the International Union. The three (3) Trustees, if not full-time organizers, shall receive a salary of nine hundred dollars ($900.00) per month as com-

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pensation for performing their duties as Trustees and for representing the interests of the International Union. When engaged in other duties under orders from the General President, the Vice Presidents and Trustees who are not full-time organizers shall, in addition, receive the same pro rata salary as organizers, but in no event shall their salary from the International Union exceed twenty-five thousand dollars ($25,000.00) per year.

The provisions for compensation and allowances contained in this entire Article shall be in addition to any compensation and allowances which may be received from subordinate bodies.

(c). The person holding the position of Executive Assistant to the General President while working under orders of the General President shall be paid a salary, allowances and expenses fixed by the General President.

(d). International or Special Organizers shall be appointed by the General President and while working under his orders shall be paid a sum fixed by the General President not to exceed twenty-five thousand dollars ($25,000.00) per year.

(e). The Vice Presidents, Trustees, executive officers and the Organizers of the International Union, except as otherwise provided herein shall be allowed seven dollars and fifty cents ($7.50) per diem as an incidental allowance. All organizers other than Special Organizers shall be allowed the sum of two hundred dollars ($200.00) per month

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as an automobile allowance. All executive officers, organizers and others working outside of their home city, or when traveling in the interest of the organization, shall receive their fare in addition to the above-named sum to and from their destination, and in addition shall receive a sum of twenty-five dollars ($25.00) per diem. On special assignments, allowances, per diems and expenses shall be as determined by the General President.

(f). The salaries, allowances and expenses of International and Special Organizers and the International Directors of Area Conferences shall be determined by the General President.

(g). All salaries of, or powers to establish them for, general officers shall be determined by the Convention prior to the election of officers. The General Executive Board, except as may otherwise be provided herein, shall have the authority to fix salaries, allowances and expenses of all officers, employees and representatives and allowances for general officers.

The General Executive Board may provide such accommodations by purchase, lease or otherwise, as it believes desirable for the housing of officers and employees while on official union business and require the use thereof.

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ARTICLE VI

GENERAL PRESIDENT—DUTIES AND POWERS

General Duties

Section 1 (a). The General President shall preside at the Convention of the International Brotherhood of Teamsters and conduct the same in conformity with this Constitution. He shall have the deciding vote in case of a tie on any question that

is being voted on by the Convention. He shall act to the best of his ability in furthering the interests of the organization. He shall fill any vacancy among the officers of the International Union, subject to the approval of the majority of the General Executive Board.

(b). The General President shall have general supervision over the affairs of the International Union, which shall be conducted in accordance with the Constitution and subject at all times to review and approval of the General Executive Board.

(c). The General President and the other general officers may hold office in subordinate bodies and render services thereto.

(d). The General President may accept a call to serve by the government of the United States; and if such call is made and he believes that it is in the best interests of the International Union to accept, his position and remuneration as now outlined in the Constitution shall not be interfered with and shall continue.

(e). The General President may, without the approval of the General Executive Board, appoint a member of the International Union as Executive Assistant to the General President,

who shall receive a salary for the term of his appointment as set forth in Article V, Section 1 (c).

(f). The General President may appoint and designate a Personal Representative who shall act on

behalf of the General President as the General President may determine, including the right to attend meetings of any subordinate body of the International Union.

(g). The General President shall be empowered to appoint and fix the salaries of one (1) or more Assistants to the General President to carry on his work if he deems it necessary.

(h). The General President shall have the authority at his discretion to direct that a referendum vote, or a vote by membership in meeting assembled, be held by the membership of any Local Union or subordinate body or the membership in any division or craft of any Local Union or subordinate body or the membership at any place of employment or under any specific contract or on any other similar basis on any matter, issue or proposition when, in his opinion, the welfare of such membership or the subordinate body or the Local Union or the International Union will be served thereby.

Judicial Powers

Section 2 (a). The General President shall have authority to interpret the Constitution and laws of the International Union and to decide all questions of law thereunder between meetings of the General Executive Board, and shall have authority, unless some other procedure is expressly provided in this Constitution, to settle and determine all grievances

and disputes submitted to him by Joint Councils, Local Unions and other subordinate bodies or members, between meetings of the General Executive Board, all subject to appeal to the General Executive Board, and, thereafter to the next Convention in the manner and to the extent prescribed in this Constitution. When any action is taken as provided herein between meetings of the General Executive Board such action shall be reported to the next meeting of the General Executive Board for its approval, reversal or modification, if an appeal has been taken.

(b). When the General President makes a decision or orders a subordinate body to observe the laws, and the subordinate body refuses, the subordinate body shall be subject to suspension or revocation of charter by the General Executive Board or imposition of Trusteeship by the General President. This provision shall also apply to decisions and orders of the General Executive Board.

Arbitration

Section 3. In any controversy with an employer not covered by a Local Union agreement, the Local Union shall make all reasonable efforts to settle the same through negotiation and, if it fails, through a fair arbitration tribunal. If an employer offers to arbitrate, it shall be optional with the Local Union to accept or reject such arbitration. However, if the

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Local Union rejects arbitration and the matter is brought to the attention of the General President, he shall ask the officers or representatives of the Local Union to appear before him or his representative or in some other manner to explain their reasons for refusal. If the General President is satisfied that the Local Union is not justified in refusing arbitration, then the General President shall submit the matter to the General Executive Board, and if the General Executive Board is of the opinion that the Local Union should arbitrate, it may so decide; whereupon the Local Union shall proceed to carry out the decision of the General Executive Board.

Approval of Bylaws of Local Unions

Section 4 (a). Bylaws of Local Unions and other subordinate bodies and amendments thereto shall be subject to the approval of the General President. If the General President fails to approve the Bylaws, the matter may be referred by the subordinate body to the General Executive Board for its determination.

(b). Local Unions shall not adopt Bylaws or take any action which would impair their ability to meet their financial obligations to the International Union and its subordinate bodies or interfere with the discharge of their obligations to their members in the negotiation and administration of collective bargaining agreements and in conducting the affairs of the Local Union as a solvent organization.

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Power of General President to Appoint Trustees; Duties and Obligations of Local Unions Under Trusteeship

Section 5 (a). If the General President has or receives information which leads him to believe that any of the officers of a Local Union or other subordinate body are dishonest or incompetent, or that such organization is not being conducted in accordance with the Constitution and laws of the International Union or for the benefit of the membership, or is being conducted in such a manner as to jeopardize the interests of the International Union, or its subordinate bodies or if the General President believes that such action is necessary for the pur-

pose of correcting corruption or financial malpractice, assuring the performance of collective bargaining agreements or other duties of a bargaining representative, restoring democratic procedures or preventing any action which is disruptive of or interferes with the performance or obligations of other members or Local Unions under collective bargaining agreements. or otherwise carrying out legitimate objects of the subordinate body, he may appoint a temporary Trustee to take charge and control of the affairs of such Local Union or other subordinate body; provided, however, that before the appointment of such temporary Trustee, the General President shall set a time and place for a hearing for the purpose of determining whether such temporary Trustee shall be appointed, and further provided

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that where, in the judgment of the General President, an emergency situation exists within the Local Union or other subordinate body, the temporary Trustee may be appointed prior to such hearing, but such hearing shall then commence within thirty (30) days and decision made within sixty (60) days after the appointment of such temporary Trustee; and further provided that in all cases the Local Union or other subordinate body shall be advised of the reason for the appointment. Adequate notice at least ten (10) days prior to the date of the hearing shall be given to the Local Union or other subordinate body involved. In the case of all hearings conducted prior to; or after the establishment of a Trusteeship, the General President shall designate a panel comprised of at least one (1) International Union Vice President and one (1) disinterested member of the International Brotherhood of Teamsters from the area involved. The General President may, at his discretion, appoint an employee of the International Union to such panel. Such representatives shall make their recommendations to the General President orally or in writing within thirty (30)

days after the furnishing of the transcript of testimony, and the decision in the case shall be made by the General President himself, which decision shall be made within ten (10) days after such recommendations are received by him, and the decision shall be promptly transmitted to the Local Union or other subordinate body. Appeals, if any, from determinations following such hearings shall be taken

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directly to the General Executive Board. Appeals, if any, from the decision of the General Executive Board shall be taken to the Convention by only the Local Union or subordinate body affected. Procedures on appeals under this Section, insofar as is consistent with this Section, shall be governed by the provisions of Article XIX. The International Union shall not be responsible for any actions or activities of a Local Union or other subordinate body under Trusteeship unless such actions or activities have been directed or authorized by the Trustee.

The General Executive Board may modify or add to the procedures established herein for the purpose of assuring compliance with any applicable law.

(b). The Trustee shall be authorized and empowered to take full charge of the affairs of the Local Union or other subordinate body, to remove any or all officers and appoint temporary officers at any time during his Trusteeship, and to take such other action as in his judgment is necessary for the preservation of the Local Union or other subordinate body and its interests. The terms of office of officers so removed shall terminate as of the date of removal, unless otherwise absolved. The Trustee shall report from time to time on the affairs and transactions of the Local Union or other subordinate body of the General President. His acts shall be subject to the supervision of the General President. The General

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President may remove Trustees at any time and may appoint successor Trustees.

(c). The removed officers shall turn over all moneys, books and properties of the Local Union or other subordinate body to the Trustee, who must receipt for the same.

(d). Temporary officers and Trustees must be members in good standing of Local Unions in good standing. They must give bonds for the faithful discharge of their duties, satisfactory to whoever appointed them, which shall not be less than the amount of money they are apt to handle.

(e). The Trustee shall take possession of all the funds, books, papers and other property of the Local Union or other subordinate body and tender a receipt for same. He shall pay all outstanding claims, properly proved, if funds are sufficient. If the funds are not sufficient he shall settle the most worthy claims, as his judgment dictates, unless otherwise provided for in this Constitution. In the event the charter of the Local Union or other subordinate body is suspended or revoked, all its funds, books, papers and other properties shall be forwarded to the General Secretary-Treasurer, who shall hold them for the purpose of reorganization. If no reorganization occurs within a period of two (2) years, such funds shall be transferred to the general fund.

(f). In all cases of Trusteeships, the Trustee shall make a report to the General President at intervals

of no more than every six (6) months, which report shall contain his recommendations with respect to whether the Trusteeship shall be continued or terminated.

The first (1st) such report shall be made within six (6) months after the date of the decision following the hearing on the appointment of a Trustee.

Additionally, the Local Union, or other subordinate body in regular or special membership meeting, by a majority vote, may petition the General President for the restoration of self-government, provided that no such petition shall be presented at intervals of less than six (6) months starting with the date of the decision following the first hearing on the appointment of the Trustee.

When a Local Union or other subordinate body petitions for restoration of self-government as herein provided, it shall be accorded a hearing which shall be commenced within thirty (30) days and decision made within sixty (60) days after the receipt of the petition, which hearing shall be held in the same manner as provided in Section 5 (a) of this Article relative to hearings on initial appointment of Trustees.

When it is determined by the General President or the General Executive Board that self-government be restored, the Trustee shall direct an election at such time as he may designate, any other provision of this Constitution or Local Union rules or Bylaws to the contrary notwithstanding. The

Trustee shall not install the officers elected at such election until directed to do so by the General President. Upon such installation the Trusteeship shall terminate and the Trustee shall return all remaining funds, property, books and papers to the appropriate officers of the Local Union or other subordinate body. Subsequent to the release of the Local from Trusteeship a terminal audit shall be prepared. The term of office of the newly elected officers shall be for not more than three (3) years in the case of a Local Union, or four (4) years in the case of any other subordinate body, and the next election for officers shall take place in compliance with the provisions of Article XXII, Section 4 in the November or December closest to and preced-

ing the expiration of the three-year or four-year period, as the case may be, following the initial election.

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ARTICLE VII

GENERAL SECRETARY-TREASURER—DUTIES AND POWERS

Issuance of Charter

Section 3. All charter applications must be signed by no less than seven (7) prospective members employed within the jurisdiction of the International Union, and before final issuance, must be approved by the General President, the General Secretary-Treasurer and the General Executive Board.

All Local Union charter applications must initially be submitted to the Joint Council or to the Conference (if there is no Joint Council) having jurisdiction in the area, which shall then forward such application to the General Secretary-Treasurer with an indication of whether such application has the approval or disapproval of such body. All other charter applications shall be submitted directly to the General Secretary-Treasurer. The General Secretary-Treasurer shall submit all charter applications to the General Executive Board. In determining whether to issue a Local Union charter, the General President, the General Secretary-Treasurer and the General Executive Board shall take into consideration, but shall not be bound by, the position of the Joint Council or Conference in the matter. If the General President, the General Secretary-Treasurer and the General Executive Board approve

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the issuance of a charter, the General President and the General Secretary-Treasurer shall sign and the General Secretary-Treasurer shall issue and deliver the charter to the organization for which application for charter has been made. Such charter shall be revoked unless within thirty (30) days after the election of officers of the organization, the contract set forth below has been signed by the President and Secretary-Treasurer of such organization and returned to the General Secretary-Treasurer.

Charters may be issued to a Local, the territorial jurisdiction of which shall not be limited to any particular geographic area, upon such terms and under such conditions as the General Executive Board shall consider appropriate, notwithstanding any other provisions of this Constitution.

Affiliation with, and the issuance of a charter by, the International Union and compliance with all the provisions and requirements of this International Constitution are in no way conditioned upon the affiliation or non-affiliation of the International Union with any other organization either at the time of the issuance of a charter or subsequent thereto.

Charter Contract

The General Executive Board shall have the authority to change the jurisdiction granted or set forth in the Charter at any time in its sole discretion.

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The following Charter Contract and the rights, duties and obligations set forth therein are a part of this Constitution as though set forth in a separate Article herein:

Know all men by these presents, that I, ...
....., Secretary-Treasurer of the .....
..... Local Union (Joint Council or other

subordinate body), located at ..... being authorized to act for said Local Union (Joint Council or other subordinate body), in consideration of the General Secretary-Treasurer's issuing a charter to said Local Union (Joint Council or other subordinate body) hereby agree: that said charter shall remain the property of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and in consideration of the premises herein stated, when the charter is framed, the frame shall immediately become the property of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America; that said Local Union (Joint Council or other subordinate body) shall have custody of said charter until it is demanded by some person authorized to make such demand, in accordance with the International Constitution, and the charter and frame shall then be delivered to the person so authorized to demand and produce the same; and that any person so authorized may enter any premises occupied by the said Local Union

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(Joint Council or other subordinate body) or any of its members and take possession and remove the said charter.

I do further recognize and acknowledge in behalf of Local Union ..... (Joint Council or other subordinae body) that the name and all rights and privileges hereunder are granted this Local Union (Joint Council or other subordinate body) by the International Union, and that all books, documents, contracts, name, moneys, funds and property of any nature and description which may be obtained, accumulated and maintained by this Local Union (Joint Council or other subordinate body) will result, be obtained, accumulated or maintained by the granting of this charter and the rights and privileges thereunder; and that therefore, in the event this charter is revoked, or this Local Union becomes de-

funct, all books, documents, contracts, name, moneys, funds and property shall belong to and shall be delivered over to the International Union by it to be retained, as provided for in Article X, Section 14 of the Constitution, until the charter is reinstated or a successor Local Union (Joint Council or other subordinate body) or Local Unions (Joint Councils or other subordinate bodies) are chartered.

I do further agree in behalf of Local Union .....
..... (Joint Council

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or other subordinate body) that it will abide by the provisions of the International Constitution and amendments thereto, all of which are incorporated herein by reference.

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By its Secretary-Treasurer

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Method of Determining Representation

Section 5. The General Secretary-Treasurer, on sending out credentials, shall figure for a two-year period ending four (4) months preceding the opening date of the next Convention to ascertain the per capita tax paid by Local Unions and the number of delegates given to Local Unions shall be upon this basis; provided, however, in cases of the split-off of Local Unions occurring during the two-year period, the per capita averaging for each Local Union involved shall be based upon the period beginning with the date of the split-off and ending four (4) months preceding the opening date of the next convention; provided further, however, that if such split-off occurs within six (6)

months of the opening day of the Convention and, if the General Executive Board, pursuant to Article III, Section 3 (c) has determined that the newly chartered Local Union is entitled to full representation at the Convention, the per capita averaging for both Local Unions shall be based upon the period from the date of split-off through the month immediately preceding the Convention Call. Where it is not possible to hold the Convention at the time prescribed by Article III, Section 1, because of an emergency, the additional per capita tax payments involved shall be taken into consideration in computing the average monthly membership for the determination of the number of delegates to which the Local Union shall be entitled. (See also Article III, Section 2.)

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Finances

Section 6 (a). The General Secretary-Treasurer shall receive moneys due from all sources and in the case of subordinate bodies shall give his receipt therefor. All moneys shall be placed in banks, depositories or vaults approved by the General Executive Board in the name of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

(b). At least twenty-five percent (25%) of the funds and assets of the International Union (exclusive of real estate, buildings and furnishings) shall be kept in interest-bearing bank accounts and short-term government obligations as directed by the General Executive Board.

Audits

Section 7 (a). The books of all Local Unions may be audited to the extent prescribed by the General Executive Board at least once between Conventions by an International Union

Auditor, or by a Chartered or Certified Public Accountant as directed by the General Executive Board under the supervision of the General Secretary-Treasurer. For that purpose the General Secretary-Treasurer shall appoint International Auditors, and their salaries, per diem and expenses shall be fixed in accordance with the provisions of Article V, Section 1 (d) and (e), the number of such auditors to be determined by the General Executive Board. The General

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Secretary-Treasurer, when he deems it for the best interest of the International Union, is hereby empowered to remove any International Auditor, with the approval of the majority of the General Executive Board.

(b). All subordinate bodies and joint operations, whether they be within this International Union or with other international unions, which receive any donations, advances, matching funds or special payments of any nature from the International Union shall keep full financial records respecting same and the manner in which they are expended.

The books of every subordinate body shall be audited by a Chartered or Certified Public Accountant at least once a year. The books of joint organizing funds may be audited by a Chartered or Certified Public Accountant at the discretion of the General Secretary-Treasurer. Copies of all annual or terminal audit reports, whether prepared by an International Auditor or a Chartered or Certified Public Accountant, shall be forwarded to the General Secretary-Treasurer. Also, all subordinate bodies must send to the General Secretary-Treasurer copies of all financial reports setting forth a statement of assets and liabilities and a statement of receipts and disbursements which are required by law. (See also Article X, Section 10.)

Notification of Local Unions in Arrears

Section 8. It shall be the duty of the General

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Secretary-Treasurer to notify the Secretary-Treasurer, the President and the three (3) Trustees of the Local Union when said Local Union becomes in arrears for per capita tax.

Seals, Stamps and Supplies

Section 9 (a). The General Secretary-Treasurer shall procure all seals and supplies and furnish same to all Local Unions desiring them. It shall become compulsory upon all Local Unions to procure from the International Union, with the exception of letter paper and envelopes, all supplies carried by the International Union, as listed from time to time on International Union order blanks furnished for that purpose.

(b). Individual members of Local Unions shall not have the power to duplicate the buttons or paraphernalia issued by the International Union. Permission may be granted by the General Secretary-Treasurer to subordinate bodies to procure other minor International supplies in their several localities.

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ARTICLE IX

GENERAL EXECUTIVE BOARD— DUTIES AND POWERS

General

Section 1. Such powers, duties and authority as are not otherwise delegated to the General Presi-

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dent and General Secretary-Treasurer of the International Union shall be exercised, acted upon, and determined by the General Executive Board. The General Executive Board shall have the authority to interpret and apply the Constitution and laws of the International Union and to decide all questions of law thereunder subject to appeal to the next Convention. The General Executive Board shall have governing authority over the International Union and its subordinate bodies to the end of upholding the laws and policies of the Brotherhood as expressed in this Constitution.

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Revocation and Suspension

Section 3 (a). Unless otherwise provided in this Constitution, the General President or the General Secretary-Treasurer, when he deems it necessary to suspend or revoke a charter, shall immediately notify the members of the General Executive Board for their approval of same.

(b). Any Local Union suspended by the General Executive Board shall lose, for the period of

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its suspension, all privileges of the International Union.

Power to Debar From Membership

Section 4 (a). In the case of the revocation or forfeiture of a charter of a Local Union the members thereof, without loss of continuous good standing, may be transferred to another Local Union in the area or such Local Union may be reorganized and such members may be transferred thereto. Upon such transfer the General Executive Board shall have the power, following a hearing, to exclude from membership in the new Local Union persons who were in any way responsible for the revocation or forfeiture of the charter or who the General Executive Board has reason to believe are disloyal to the International Union or who may cause disruption in the newly organized Local Union.

(b). With respect to new applicants to any Local Union, the General Executive Board shall have power to deny membership in the International Union to any such applicant when it believes the interest of a Local Union or the International Union will be best served by so doing.

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Meetings of General Executive Board

Section 6. The General Executive Board shall hold quarterly meetings at such specific time and place as shall be determined by the General President. At the discretion of the General President a quarterly meeting may be held within one (1) month after the end of the quarter. Upon the written request of a majority of the General Executive Board to the General President, it shall be the duty of the General President to call a meeting of the General Executive Board within thirty (30) days. A

majority of the members of the General Executive Board shall constitute a quorum for the transaction of its business.

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Mergers

Section 12. The General Executive Board in its discretion shall have the power to merge Local Unions and other subordinate bodies under such terms and conditions and subject to such qualifications as the General Executive Board may determine, taking into consideration such circumstances as financial conditions, jurisdiction, location, and such other factors as appear appropriate in connection with the Local Unions and other subordinate bodies involved.

In this connection the General Executive Board may, in its discretion, conduct a referendum vote among all of the members of the Local Union or subordinate body, or of the members in any division, craft or place of employment, or under any specific contract or on other similar basis as the General Executive Board may determine. The result of such referendum, if conducted, shall be advisory only.

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ARTICLE X

REVENUES, BONDING, EXAMINATION AND AUDITS OF SUBORDINATE BODIES, AND DISPOSITION OF ASSETS

Revenue

Section 1. The normal operating income of the International Brotherhood of Teamsters shall be derived as follows:

(a). Charter fee, which includes charter, seal and all other organization supplies, twenty-five dollars ($25.00).

(b). Sale of other supplies.

(c). Initiation and reinitiation fees and per capita tax.

Assessments for Emergencies

Section 2. Whenever the assets of the International Union, except for the Washington, D. C. real properties, run below twenty million dollars ($20,000,000.00) the General Executive Board shall levy an assessment of one dollar ($1.00) per member per month on all Local Unions, until such assets reach twenty-five million dollars ($25,000,000.00). Any Local Union failing to pay the assessment shall not be entitled to any of the benefits of the International Union. After being properly notified and given a reasonable length of time, if the Local

Union further refuses to pay the assessment, said Local Union shall be suspended. Any Local Union failing to pay the assessment shall not be represented at the International Convention.

Payment of Initiation Fees, Reinitiation Fees and Per Capita Tax

Section 3 (a). Each Local Union shall pay to the General Secretary-Treasurer the sum of two dollars and fifty cents ($2.50) for every initiation fee or reinitiation fee collected.

(b). Each Local Union shall pay to the General Secretary-Treasurer a per capita tax of one dollar and fifty cents ($1.50) per month, payable for the current month not later than the

twentieth (20th) day of the succeeding month unless otherwise determined by the General Executive Board in extreme hardship cases.

The present one dollar ($1.00) per capita tax shall continue through September, 1966, payable in October, 1966, and the per capita tax of one dollar and fifty cents ($1.50) shall become effective October 1, 1966, payable for the month of October in November unless otherwise determined by the General Executive Board as above provided.

Per capita tax must be paid not only on dues-paying members but also on all persons paying agency shop fees, periodic service fees and hiring hall fees to the Local Union.

Persistent failure of a Local Union to comply with this subsection shall subject the Local Union to charges by the General Executive Board only.

(c). The General Secretary-Treasurer shall receipt for all initiation fees and per capita tax.

(d). Dues of members of the International Union, payable through their respective Local Unions, shall not be less then six dollars ($6.00) per month; provided, however, that the General Executive Board shall have the authority to reduce the foregoing minimum in extreme hardship cases. All dues, whether below, at, or above the minimum of six dollars ($6.00) per month shall be increased by no less than one dollar ($1.00) per month no later than October 1, 1966, unless otherwise determined by the General Executive Board in extreme hardship cases. In the case of Local Unions chartered after the 1966 Convention, unless otherwise approved by the General Executive Board the dues of the members of such Local Unions shall not be less than five

dollars ($5.00) for the first (1st) year following such chartering and thereafter the six dollars ($6.00) minimum shall apply.

In the event that the provisions relating to increased revenue adopted by the 1966 Convention cannot be effectuated, the General Executive Board shall have the authority from time to time to amend, modify or defer the provisions of this Constitution relating to the increase of fifty cents (50¢) reflected in the new per capita tax of one dollar and fifty cents ($1.50); provided, however, that the

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General Executive Board shall not be authorized by this provision to increase dues or per capita taxes to an amount greater than the six dollars ($6.00) minimum dues and the one dollar and fifty cents ($1.50) per capita tax set forth above.

The provisions of the first paragraph of Section 3 (d) shall become effective October 1, 1966.

(e). Area Conferences shall be financed by the payment of a monthly five cent (5¢) per capita tax by the International Union to the Area Conference. Local Unions affiliated with Area Conferences shall pay a minimum of ten cents (10¢) per month per member to their respective Area Conferences.

Preferred Payment of Per Capita Tax

Section 4. All per capita tax due the International Union and chartered subordinate bodies shall have priority over any other bills or obligations of the Local Union. The order of priority shall be as follows: (1) International Union; (2) Area Conferences; (3) Joint Councils; (4) State Conferences; (5) other chartered subordinate bodies.

Payment of Dues and Fees and Receipt Therefor

Section 5 (a). Any member paying his initiation fee, monthly dues, or reinitiation fees shall be given a receipt by the Local Union in a manner prescribed by the General Secretary-Treasurer as approved by the General Executive Board.

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(b). Every member when requested to do so by a proper representative of the International Union or subordinate body shall be required to present evidence establishing membership in good standing.

(c). All members paying dues to Local Unions must pay them on or before the last business day of the current month. Payment within the meaning of this Section shall mean receipt by the Local Union. Any member failing to pay his dues at such time shall not be in good standing for such month, but may restore such good standing for such month for the purpose of attending meetings, nominating, voting and participating in affairs of the Local Union by the payment of his delinquent dues prior to said meeting. Payment of such dues after their due date shall not restore good standing status for such month or months in computing the continuous good standing status required by Article II, Section 4 of this Constitution as a condition of eligibility for office. Any member who shall be three (3) months in arrears in the payment of dues, fines, assessments, or other charges, shall automatically stand suspended at the end of the third (3rd) month, and shall not be entitled to any rights or privileges as a member of the Local Union or International Union. Local Unions may provide suspension, expulsion or other penalty for a lesser period of arrearages. Any member who has been automatically suspended for failure to pay dues shall be under a continuing obligation to pay dues during the period

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of his suspension. In addition to requiring the payment of delinquent dues, the Local Union may adopt a bylaw provision requiring the payment of a reinitiation fee for entitlement to the rights and privileges of membership. The Local Union may also adopt a bylaw provision granting to the Local Union Executive Board the power to waive on a nondiscriminatory basis the payment of delinquent dues and/or reinitiation fees for good cause shown. Per capita tax shall be paid on all delinquent dues collected.

(d). A Local Union may provide in its Bylaws for the payment of quarterly dues, provided such Bylaws are approved by the General President of the International Union. In any instance where a Local Union has provided for the payment of quarterly dues under this Section, any members thereof failing to pay such quarterly dues in accordance with such provisions shall not be considered in good standing.

(e). No other system of receipting for initiation fees, monthly dues or reinitiation fees will be recognized by the International Union.

(f). A Local Union by bylaw amendment may waive the obligation of shop stewards to pay dues, provided that the waiver shall in no way affect the eligibility of such shop stewards to run for office or their entitlement to any other rights or benefits, and further provided that per capita taxes due to the International Union and subordinate bodies shall be paid by the Local Union.

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Bonding

Section 7 (a). All officers, Business Agents and others who handle funds and property of subordinate bodies shall be suit-

ably bonded. The original bonds shall be retained in the files of the subordinate bodies, and copies shall be promptly forwarded to the office of the General Secretary-Treasurer. The General Secretary-Treasurer may direct an increase or decrease in the amount of bonds when he deems it necessary or advisable.

(b). The General President or the General Executive Board is empowered to suspend or revoke the charter of any affiliate or to place any affiliate in Trusteeship for failure to comply with the provisions of this Section.

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Audit of Books of Subordinate Bodies

Section 10 (a). The General President or General Secretary-Treasurer at his discretion may cause the audit or examination of the books of any subordinate body at any time to the extent that he may determine, such audit to be conducted by any person so designated.

(b). Officers of a subordinate body shall give for examination to the representative delegated to conduct the audit, all books, bills, receipts, vouchers and records, bonds, securities or other evidences of ownership to property or investments of the subordinate body whenever requested.

(c). Any officer of a subordinate body refusing to turn over the books, bills, vouchers or records to the delegated officer shall be subject to discipline

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under the provisions of Article XIX, and shall be liable to expulsion by the General Executive Board. (See also Article VII, Section 7.)

(d). If the representative delegated to audit the books discovers any dishonesty or incompetency in the officers which warrants him in notifying the General President and General Secretary-Treasurer, he shall do so and they shall take whatever action they deem advisable. The representatives auditing books shall make a report to the General President and General Secretary-Treasurer and shall have full power to investigate and examine all assets of the subordinate body wherever located including the right to obtain a certified balance sheet from the bank.

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Penalty for Arrearage

Section 12. Should a Local Union become six (6) months in arrears for per capita tax to the International Union or any subordinate body, its charter shall be subject to revocation by the General Executive Board. The General Secretary-Treasurer shall notify all Local Unions when two (2) months in arrears, but failure to receive such notice shall not

prevent the suspension of the Local Union, should it become three (3) months in arrears.

Return of Funds, Books and Property Upon Revocation or Dissolution

Section 13. When the charter of a subordinate body is revoked, the subordinate body or its officers shall be required to turn over all books, documents, property and funds to the General President or his representative, or to the General Secretary-Treasurer of the International Union, and should a subordinate body secede, disaffiliate, or dissolve or be dissolved, or be suspended, or forfeit its charter, then all books, documents, prop-

erty and funds shall likewise be turned over to the General President, or his representative, or to the General Secretary-Treasurer to be held until such time as the subordinate body may be reinstated or reorganized. If no reinstatement or reorganization occurs within a period of two (2) years such funds shall be transferred to the general fund. However, in no event shall the International Union without its consent become liable for the obligations of a subordinate body which has seceded, disaffiliated, dissolved or been dissolved, or has been suspended, merged or has forfeited its charter.

Expenses Incurred in Recovering Property and Funds; Reorganization

Section 14. Whenever a subordinate body secedes, disaffiliates, or dissolves, or its charter is suspended or revoked, and demand is made upon

such organizations or its officers to deliver to the General President or his authorized representative the records, property and funds of such organization, and such demand is refused, then all expenses, of whatever nature, incurred by the International Union in recovering such records, property and funds, shall be a lawful charge upon the property and funds involved, and on recovery thereof, the International Union shall reimburse itself from the property and funds recovered. All property and funds shall be held by the International Union until reorganization has been effected and shall be returned to the subordinate body when the same has been reorganized. If no reorganization is effected within a two (2) year period, then all properties and funds of such subordinate body shall become the property and funds of the International Union. Reorganization shall be effected by and under the direction of the International Union.

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ARTICLE XII

STRIKES, LOCKOUTS, WAGE SCALES, DISPUTES OVER JURISDICTION

Strike Action by Local Unions

Section 1 (a). When any difficulty or dispute arises between the members of any Local Union and their employers, it shall be the duty of the

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officers of such Local Union to use every possible means of achieving a settlement or resolution of the difficulty or dispute through the processes of collective bargaining.

(b). Contracts may be accepted by a majority vote of those members involved in negotiations and present and voting, or a majority of such members may direct further negotiations before a final vote on the employer's offer is taken, as directed by the Local Union Executive Board. When, in the judgment of the Local Union Executive Board, an employer has made a final offer of settlement, such offer must be submitted to the involved membership and can be rejected only by a two-thirds (⅔) vote of the members involved in the negotiations and present and voting or responding to a referendum mail ballot. If a settlement cannot be reached, the Local Union Executive Board shall order a secret ballot to be taken and it shall require a two-thirds (⅔) majority of those members of the Local Union involved in such negotiations and present and voting to adopt a motion to strike. The ballot must be "Yes" or "No" written on paper ballots or by approved mechanical device which assures secrecy. In the alternative, the Local Union Executive Board may conduct such strike vote by referendum

mail ballot of the membership involved in such negotiations, in which event it shall also require a two-thirds (⅔) majority vote of those responding to the referendum mail ballot to authorize a strike. The failure of such membership to authorize a strike

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upon rejecting the employer's last offer shall require the Local Union Executive Board to accept such last offer or such additional provisions as can be negotiated by it.

A strike may be terminated by a majority vote of the involved members present and voting either by secret ballot or by mail referendum as directed by the Local Union Executive Board. The requirement that the employer's final offer of settlement can be rejected only by a two-thirds (⅔) vote shall not apply during a strike.

In any case where the General President believes that an employer has made a final offer of settlement but the Local Union Executive Board has refused to submit such final offer of settlement to the involved membership, the General President is authorized to submit such final offer to the involved membership by either secret ballot vote at a meeting or by referendum mail ballot.

The General President or the General Executive Board is authorized to direct that strike votes be taken by a referendum mail ballot or that the final offer of settlement before or during a strike shall be taken by referendum mail ballot or by secret ballot vote at a meeting.

The General President or the General Executive Board shall have the authority to conduct, under their supervision, secret ballot votes or mail referendum balloting on such basis as they may determine in accordance with Article VI, Section 1 (h),

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and in this regard the authority granted to the General President and the General Executive Board shall supersede any authority granted herein to the Local Executive Board and any action which may have already been taken under the direction of the Local Union Executive Board.

(c). Prior to a Local Union becoming involved in a strike, boycott, lawsuit or any serious difficulty, such Local Union shall immediately notify the Joint Council of which it is a member of any contemplated action, setting forth the action contemplated and the nature of the difficulty. The Joint Council shall then take steps to approve or disapprove such contemplated action. The Joint Council shall notify the General President of the steps it has taken in respect to such contemplated action. The General President is authorized to approve, disapprove or modify the action of the Joint Council. Approval, disapproval, or modification of the action of the Joint Council or the Local Union by the General President shall not operate to impose any liability on the International Union or its officers or to make them parties to any such action. The International Union does not assume any liability of any nature to any person or persons simply by reason of such approval, disapproval or modification. In taking any action under this Section the International Union is not required and does not undertake to inquire into or pass upon the legality of any strike, work stoppage, or lockout under contracts

Article, with respect to strike votes, shall be satisfied if two-thirds (⅔) of the Local Unions' members covered and voting have voted to strike in accordance with the provisions of this Article, in which event such strike vote shall apply to all the involved Local Unions affiliated with the Conference. Strike votes shall not be required in any case where a collective bargaining agreement then in existence authorizes such strike for the purpose of enforcing the terms of such agreement. Nor shall a strike vote be required for a strike in support of demands that an employer agree to the terms and conditions of an agreement already negotiated on a state, multi-state, multi-area or national, company-wide, or area basis. In such case the Local Union Executive Board, subject to the approval of the General President, may call the strike in support of its position, and may also with the approval of the General President, terminate such strike.

Payment of Benefits

Section 2. The General Executive Board shall have the power to pay out the entire treasury of the International Union to a Local Union that is on strike where the General Executive Board has recognized the strike as one properly subject to the payment of the constitutional benefits provided for herein.

Approval of General Executive Board

Section 3. Any Local Union going out upon strike without prior recognition thereof by the General Executive Board as being a strike properly subject to the payments of out-of-work benefits, under the provisions of this Constitution, may be denied financial benefits from the International Union, provided for by the Constitution, except, however, where less than two hundred (200) employees are involved, the General President

or applicable state, provincial or federal law and assumes no responsibility in this respect.

(d). The Executive Board of a Local Union may, at its discretion, provide that the strike vote mentioned in Section 1 (b) above, be limited to the members employed in a particular division, craft, or place of employment, or under any specific contract. In cases of Area Conferences, the provisions of this

or his authorized representative may approve the strike for the purpose of out-of-work benefits.

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Wage Scales and Approval Thereof

Section 11 (a). Proposed collective bargaining contracts or amendments thereto shall be submitted to the Joint Council and Area Conference if required by the Area Conference By-laws for approval before submission to the employer. If no Joint Council exists it shall be submitted to the State or Area Conference for its approval. In those cases where the proposed contract is for operations which are already subject to an area-wide agreement or a prospective area-wide agreement is already planned, the proposed contract shall be submitted to the Area Conference for approval before submission to the employer.

(b). True copies of final agreements arrived at by any subordinate body shall be filed with the Research Departments of the International Union and the Area Conference within sixty (60) days after consummation.

(c). Approval or disapproval by the International Union, Area Conference or Joint Council of wage scales or other agreements is not intended to

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impose any liability on such organization or its officers; and such organization and its officers do not assume any liability of any nature to any person or persons for such approval or disapproval.

(d). In such instances where the General Executive Board receives information of the proposed execution of a contract which affects the interests of either the members involved or any other members of the International Union by providing working conditions or earnings less than those prevailing in the area, it shall have the power to hold a hearing on such matters and may, by a majority vote, direct the subordinate body to refrain from executing such agreement, and in such circumstances no proposed agreement shall become valid and binding unless specifically approved by the General Executive Board. When such action is contemplated or taken, the employers involved shall be promptly notified of the necessity of specific approval by the General Executive Board before the contract involved may become valid and binding.

The General Executive Board shall also have the power to take such disciplinary action as it deems necessary after proper notice according to this Constitution in those cases where it finds that a subordinate body or its representatives have without good cause executed agreements which adversely affect members of this International Union within the jurisdiction of the particular Joint Council.

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Disputes Over Jurisdiction

Section 12. Where two (2) or more Local Unions are in dispute concerning jurisdiction, there shall be no work stoppage of the involved operation, but such controversy shall be submitted for determination to the Joint Council. If any party to such dispute is aggrieved by the decision of the Joint Council, it may appeal to the General President for the appointment of a special committee which in his discretion he may appoint for the purpose of holding a hearing and making a report and recommendations on the issues raised. The com-

mittee shall make its report and recommendations to the General Executive Board for its decision, which shall be final and binding. The parties shall not be entitled to any further hearing or appearances before the General Executive Board. Pending, and as a condition to, appeal and until such time as the General Executive Board makes it decision, any party taking an appeal under this Section shall comply with the decision of the Joint Council unless the General President or the General Executive Board stays the effectiveness of the decision of the Joint Council pending appeal.

Where two or more Local Unions involved in a dispute concerning jurisdiction are affiliated with different Joint Councils, such controversy shall be submitted for determination directly to the General Executive Board and shall be governed by the same

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provision set forth above with respect to an appeal from the decision of a Joint Council.

Every member of a Local Union, as a condition of becoming and remaining a member, acknowledges the right of the General Executive Board, in resolving a jurisdictional dispute, to transfer him from one Local Union to another.

Any Local Union violating this provision and engaging in any strike or work stoppage or refusing to comply with the decisions so rendered in accordance with this provision, shall be subject to the appointment of a Trustee, revocation of charter, or such other penalty which the General Executive Board may propose.

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ARTICLE XIV

Charter Members and Meetings of Local Unions

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Meetings

Section 2(a). Membership meetings shall be general or special.

(1) General membership meetings shall be held monthly at such place and time as shall be designated by the Local Union Executive Board subject to disapproval by the membership, except where otherwise approved by the General Executive Board. The General Executive Board shall establish such conditions relative to the holding of meetings as in its judgment it deems advisable. Membership meetings may be suspended during any three (3) months between June and October by action of the membership at a meeting after reasonable notice of the intention to vote upon such question.

(2) Members in attendance at membership meetings shall have the right to express

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their views, arguments or opinions upon any business properly before the meeting subject to Local Union Bylaws and the rules and regulations adopted by the Local Union Executive Board pertaining to the conduct of meetings, but no member in exercising such rights shall evade or avoid his responsibility to the organization as an institution or engage in or instigate

any conduct which would interfere with the Local Unions performance of its legal or contractual obligations.

(3) The Local Union Executive Board is authorized to permit membership meetings to be held on a division, craft, place of employment or other similar basis as it shall consider appropriate considering the special needs of the organization so as to permit the membership to attend meetings and to express their views and otherwise exercise their rights as members. There shall be no limitation on the right of any member to be heard at any such separate meetings provided herein on all matters which apply to the general membership, but such member shall be permitted to vote only at such separate division, craft or place of employment meeting to which he has been assigned.

When the Local Union Executive Board authorizes such meetings by division, craft or place of

employment, each such meeting shall be conducted by the officers of the Local Union or by their designees and under the same procedures and rules as a general membership meeting, excepting only special meetings for limited purposes, such as voting on contracts or strikes, handling of grievances, etc.

On all matters which apply to the general membership, the votes of the meeting of each particular division, craft or place of employment shall be totaled to determine the action of the Local Union in such matter.

Members at each separate division, craft or place of employment authorized to hold separate meetings may vote separately on initiation fees, dues, and assessments which may apply to

them alone, if higher than the minimum applicable to the general membership, and may, when authorized by the Local Union Executive Board, vote separately on approval or disapproval of, or on matters arising under, contracts applicable only to them, and strikes or other activities in which only they will participate.

(b). Any local Union failing to comply with this Section during the twelve (12) month period immediately preceding application for benefits, or, in the case of a Local Union chartered for less than twelve (12) months during the period following its chartering, shall not be entitled to any financial or other benefits from the International Union; provided that the General Executive Board may, for good cause shown, waive the requirements of this

Constitution in respect to the paying of financial or other benefits and authorize the paying of same. The General Executive Board may revoke the charter of any Local Union failing to comply with this Section.

ARTICLE XV

JOINT COUNCILS

Formation of Joint Councils

Section 1 (a). Whenever three (3) or more Local Unions are located in one (1) city they shall form a Joint Council, but where there are only a few Local Unions in small cities or towns adjoining or adjacent to large cities, they shall affiliate with the Joint Council in the large cities.

(b). In localities composed of small cities and towns, the General Executive Board shall decide when, where and by whom

Joint Council shall be formed. Should any dispute arise as to the jurisdiction of a Joint Council, it shall be decided by the General Executive Board.

(c). Whenever, in the judgment of the General Executive Board, the jurisdiction of a Joint Council should cover a wider area, the General Executive Board may so order.

(d). Whenever, in the judgment of the General Executive Board, it is not feasible to have Joint

Councils in a state or states, the General Executive Board may establish a State or Multi-State Joint Council with which the Local Unions in the state or states must affiliate.

Whenever the words "Joint Council" appear in other sections of this Constitution, they shall mean Joint Council or State or Multi-State Joint Council.

Representation

Section 2 (a). Each Local Union shall be entitled to seven (7) delegates excluding its Business Agents.

(b). The seven (7) executive officers of each Local Union shall constitute the delegates to the Joint Council. Business Agents shall be entitled to the floor but cannot introduce a motion or vote.

(c). Any delegate to the Joint Council who does not attend at least twenty-five percent (25%) of the regularly scheduled meetings of the Joint Council in any one calendar year, unless excused by a majority of the delegates of the Joint Council present and seated, shall be disqualified as a delegate to the Joint Council for the balance of his term of office in the Local Union.

(d). Any complaint, protest or charge by any delegate concerning the conduct of a Joint Council election shall be made to the General President in writing, by registered or certified mail, within forty-eight (48) hours setting forth the exact nature and

specifications of the complaint, protest or charge and his claim as to how it has affected the outcome of the election. The General President shall decide such complaint, protest or charge. The decision of the General President may be appealed to the General Executive Board from whose decision there shall be no further appeal.

Per Capita Tax

Section 3. Local Unions shall pay to the subordinate bodies with which they are affiliated the monthly per capita tax and assessments which shall be determined by the subordinate bodies in accordance with their Bylaws and such payments shall be made no later than the twentieth (20th) day of the succeeding month.

Judicial Power

Section 4 (a). Joint Councils shall have full power to adjust all questions of jurisdiction between Local Unions, subject to the provisions of Article XII, Section 12, to try cases against Local Unions, cases appealed from Local Unions, appeals by members, and to try individual cases which Local Unions refuse or neglect to try in accordance with the trial procedure provided for in Article XIX.

(b). Should any member violate his obligation by refusing to employ union men, or to patronize and assist members of the International Union, the mem-

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ber who may have been aggrieved shall present his case in writing to the Joint Council, or if there is no Joint Council, then to the General Executive Board and it shall hear and decide the case and report its decision back to each affiliated Local Union.

Joint Council Bylaws

Section 5. A Joint Council may make such Bylaws as it deems proper, provided they do not conflict with the laws of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America. Such Bylaws and amendments thereto shall be submitted to the General President for approval and shall have no force nor effect until approved by the General President; regardless of approval, if any conflict should arise between such Bylaws or amendments thereto and the International Constitution or amendments thereto, the provisions of the International Constitution shall control. If the General President's office fails to approve the Bylaws the matter may be referred by the Joint Council to the General Executive Board.

Affiliation of Local Unions

Section 6. All Local Unions within the jurisdiction of the Joint Council shall affiliate with the Joint Council, comply with its laws and obey its orders.

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ARTICLE XVI

CONFERENCES

Establishment

Section 1. Experience has demonstrated that State, Multi-State, Multi-Area or National Area Conferences and Trade Divisions are of value to this International Union and its affiliates. Therefore, Conferences and Trade Divisions shall be organized and chartered as subordinate bodies of the International Union for such geographical area, industries or companies as the General Executive Board may from time to time direct. They shall be at all times subject to the unqualified supervision, direction and control of the General President and they shall function under the rules prescribed by the Bylaws approved by the General President. A Policy Committee for the Conferences shall be elected by the delegates to such Conferences in accordance with the applicable provisions of Conference Bylaws. The International Constitution shall supersede Conference Bylaws in the event of conflict.

Each Conference shall submit Bylaws adopted by it to the General President for his approval, and such Bylaws shall not become effective until such approval has been obtained. The General President reserves the right at any time to make such amendments or changes in approved Bylaws as he deems to be in the best interest of the International Union.

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All action establishing Conference dues obligations and assessments shall be submitted to the General President for his approval prior to their becoming effective.

Conference Bylaws

Section 2. All Local Unions and Joint Councils must affiliate with and participate in the activities of the Area Conference and State, Multi-State, Multi-Area or National Conferences, if any, having geographic or awarded jurisdiction over such Local Unions and Joint Councils. All Local Unions must pay all dues and assessments to such Conferences no later than the twentieth (20th) day of the succeeding month.

The functions of State, Multi-State, Multi-Area or National Conferences shall be set forth in their Bylaws which must be approved by the General President. The General President reserves the right at any time to make such amendments or changes in approved Bylaws as he deems in the best interest of the International Union.

International Directors

Section 3. The General President may appoint an International Vice President as International Director for each area to assist him in supervising and directing the activities of such Multi-Area or National, Area or Multi-State Conferences. Upon appointment, the International Directors shall become employees of the International Union, and not offi-

cers of the Conferences, unless elected as such officers pursuant to Section 1 of this Article, and their salaries as International Directors shall be fixed by the General Executive Board. The General President may assume the position of International Director.

Area, Multi-Area or National Company-wide or Industry-wide Contracts

Section 4 (a). If a majority of the affiliated Local Unions vote for area, multi-area or national, company-wide or industry-wide negotiations for an area, national, company-wide or industry-wide contract, all involved affiliated Local Unions shall be bound by such vote, must participate in such area, multi-area or national, company-wide or industry-wide bargaining and shall be bound by the contract approved as provided below. Upon completion of negotiations by a Conference, Trade Division, or by any Committee appointed by the General President, subject to the approval of the General Executive Board, to engage in negotiation of an industry, area, multi-area or national or company-wide contract, such contract shall be submitted to the membership covered by said contract proposal for their approval or rejection.

If a majority of the votes cast by Local Union members voting approve such contract it shall become binding and effective upon all Local Unions involved and their members. Local Unions which

are parties to such contracts may not withdraw from such bargaining unit except upon six (6) months' notice and for good cause shown to the satisfaction of the appropriate Conference, Trade Division or Committee, and approved by the General Executive Board of the International Union. If any Local Union believes that an area, multi-area or national, company-wide or industry-wide contract proposal will deprive its involved members of better existing conditions of general application to all such involved members of the Local Union it may appeal to the General Executive Board which shall have the final authority to determine whether such alleged better general con-

ditions shall be continued or shall yield to the overall gains of the proposed contract. Unless mutually agreed to, no Local Union shall suffer any economic loss.

(b). In the event any Conference, Trade Division or Committee negotiates a contract which involves, affects or relates to operations of the employer or employers within the jurisdiction of other Conferences, Trade Divisions or Committees, notice of intent to execute such contract shall be given to the Conference, Trade Divisions, Committees or Local Unions involved in such other jurisdiction who may within ten (10) days thereafter, protest the application of such contract in their area. Failure to file such protest shall be considered a waiver of any objections to such contract, but shall not be considered an acceptance of such contract as a substitute for, or

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in variance of, existing agreements to which the other Conferences or Local Unions are parties.

In the event of protest, and if the parties cannot adjust the same, the matter shall be submitted to the General Executive Board for its determination, and no such contract shall become finally effective as to such Local Unions as the General Executive Board may determine until the determination by the General Executive Board.

All employers negotiating contracts with Multi-state, Area, Multi-Area or National Conferences, Trade Divisions or Committees established by the General President, subject to approval of the General Executive Board, or with subordinate bodies, shall be provided with a copy of this Article at the time negotiations are started so they will have notice of the approval necessary for a binding contract. All provisions of Article XVI, Section 4 (a) and (b) shall be equally applicable to company-

wide negotiations and contracts on an area, multi-state, multi-area or national basis.

The General President, subject to the approval of the General Executive Board, shall have the authority to appoint negotiating committees and establish procedures for the negotiation of area, multi-area or national, company-wide and industry-wide agreements and for the submission of such negotiated agreements to the membership covered by the proposed contract for approval or rejection, and to do all things necessary to implement the enforce-

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ment of such agreements and compliance by Local Unions with the provisions of this Article and the procedure established thereunder.

Such negotiating committees shall have the authority, with the approval of the General Executive Board, to conduct contract ratification votes and strike votes on such area, multi-area or national, company-wide, industry-wide, or Local Union basis as the committee shall determine, and in the event the strike is authorized, the said committee shall have the authority, with the approval of the General Executive Board, to direct that the strike be conducted on such area, multi-area or national, company-wide, industry-wide, Local or such other selective basis as the committee shall determine; provided, however, that the results of ratification or rejection votes with respect to national agreements shall be determined on a cumulative basis of all votes cast by all affected voting members in all areas, with a cumulative majority vote necessary for acceptance, and a cumulative two-thirds (⅔) vote necessary for rejection of the final offer and strike authorization as provided in this Constitution. The requirement that the employer's final offer of settlement can be rejected only by two-thirds (⅔) vote shall not apply during a strike.

This Article shall be broadly interpreted to carry out the intent and purpose of permitting national negotiations and national agreements in any industry in which the International Brotherhood of Teamsters has jurisdiction.

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Section 5. The General President and the General Secretary-Treasurer may expend any funds of the International Union in payment of any and all expenses and to provide such services of the International Union without limitation deemed by them in their sole discretion to be appropriate to accomplish the negotiation, administration and enforcement of national agreements.

Section 6. The General Executive Board is empowered to amend, delete or add to Article XVI if at any time it believes such action will be in the interest of the International Union or its subordinate bodies.

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ARTICLE XVIII

TRANSFER AND WITHDRAWAL CARDS

Duty to Accept Transfer Card

Section 1. It shall be compulsory upon every Local Union to accept the transfer card of a member in good standing with any Local Union of the International Union, without any extra charge or fees, except as set forth in the International Constitution; provided, however, the member seeking to transfer his already obtained employment within the jurisdiction of the Local Union; provided

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further the member seeking to transfer shall comply with all rules and regulations set forth in this Constitution respecting transfer; and provided further he shall comply with rules and regulations of the Local Union and its Constitution and Bylaws. A member who has transferred to a Local Union shall be entitled to the rights and privileges of membership in the Local Union in accordance with the rules and regulations of the Local Union.

Transfer Card

Section 2. This is to certify that the bearer hereof, Brother ....., whose name is written on the margin of this card in his own handwriting, is a member in good standing of Local Union No. ....., International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and is entitled to all rights and privileges under our jurisdiction.

We recommend him to the friendship and protection of all members of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, wherever he may be, and to free admission, provided he has been a member not less than ninety (90) days in the Local Union from which he transfers; otherwise he shall pay the difference in the initiation fee to the Local Union to which he transfers.

This card expires ..... 19..., and is null and void after that date, unless renewed or deposited in accordance with the Constitution.

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The member receiving this card will be suspended from all rights and benefits unless the card is renewed by the Local Union before its expiration. It will also be forfeited unless de-

posited within thirty (30) days after going to work in any town or city where there is Local Union.

This card is issued in accordance with the provisions of Article XVIII, Section 1 and Section 3 of the International Constitution.

Given under our hands and the seal of the Local Union No. ....., this ..... day of ....., 19 .....

(SEAL)

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ARTICLE XXII

LOCAL UNIONS

Bylaws

Section 1. Each Local Union shall adopt such Bylaws as it may deem advisable, providing they do not conflict with the laws of the International Union. Where the General President fails to approve the Bylaws the Local Union may refer the matter to the General Executive Board.

Officers

Section 2. The officers of the Local Union shall consist of a President, Vice President, Recording Secretary, Secretary-Treasurer and three (3) Trustees. These officers shall constitute the Executive Board of the organization. The meetings of the General Executive Board, Conference Policy Committees and the Executive Boards of Local Unions and all other subordinate

bodies shall be open only to those persons who have been specifically permitted to attend by such Boards or Committees.

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C. **Plaintiff's Exhibit 202**

National Master

Freight Agreement

and

Southern Conference

Area

Over-the-Road

Supplemental Agreement

For the Period of

April 1, 1970

through

June 30, 1973

NATIONAL MASTER FREIGHT AGREEMENT
COVERING OVER-THE-ROAD AND LOCAL
CARTAGE EMPLOYEES OF PRIVATE
COMMON, CONTRACT AND LOCAL
CARTAGE CARRIERS

for the period of

April 1, 1970 through June 30, 1973
covering:

operations in, between and over all of the states, territories and possessions of the United States, and operations into and out of all contiguous territory.

The .....
(Company or Association)
hereinafter referred to as the "Employer,"

and

the National Over-the-Road and City Cartage Policy and Negotiating Committee and Local Union No. ....., affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union," agree to be bound by the terms and conditions of this Agreement.

ARTICLE 1.

Parties to the Agreement

Section 1.

Employers Covered

The Employer consists of Associations, members of Associations who have given their authorization to the Associations to

represent them in the negotiation and/or execution of this Agreement and Supplemental Agreements, and individual Employers who become signatory to this Agreement and Supplemental Agreements as hereinafter set forth. The signatory Associations enter into this Agreement and Supplemental Agreements as hereinafter set forth. The signatory Associations enter into this Agreement and Supplemental Agreement on behalf of their members under and as limited by their authorizations.

Section 2.

Unions Covered

The union consists of any Local Union which may become a party to this Agreement and any Supplemental Agreement as hereinafter set forth. Such Local Unions are hereinafter designated as "Local Union." In addition to such Local Unions, the National Over-the-Road and City Cartage Policy and Negotiating Committee of the IBT, hereinafter referred to as "Union" or the "National Union Committee," is also a party to this Agreement and the agreements supplemental hereto.

Section 3

Transfer of Company Title or Interest

This Agreement and the Supplemental Agreements hereto, hereinafter referred to collectively as "Agreement," shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation, or rights only, are sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation or use of such rights shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

On the sale, transfer or lease of an individual run or runs, or rights only, the specific provisions of this Agreement, excluding riders or other conditions, shall prevail. It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Agreement. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof, including rights only. Such notice shall be in writing with a copy to the Local Union, at the time the seller, transferor, or lessor executes a contract or transaction as herein described. The Local

Union shall also be advised of the exact nature of the transaction, not including financial details. In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the Employer (including partners thereof) shall be liable to the Local Union and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement.

When a signator to this Agreement purchases rights from another signator, the purchaser must accept the affected employees of the seller in accordance with the provisions of Article 5, Section 3, before hiring any new employees. The applicable lay-off provisions of this Agreement shall apply. When rights are sold to a non-signator to this Agreement, and such purchaser is the sole bidder, the provisions of this Agreement shall not apply. However, in the event of multiple bids, one or more of such bidders being signator to this Agreement, and the seller elects to sell to a non-signator, then

all of the provisions of Article 1, Section 3, shall apply.

ARTICLE 2

Scope of Agreement

Section 1

Master Agreement

The execution of this Master Agreement on the part of the Employer shall cover all operations of the Employer which are covered by this Agreement, and shall have application to the work performed within the classifications defined and set forth in the Agreements supplemental hereto.

Section 2

Supplements to Master Agreement

There are several segments of the Trucking Industry covered by this Agreement and for this reason Supplemental Agreements are provided for each of the specific types of work performed by the various classifications of employees controlled by this Master Agreement.

All such Supplemental Agreements are subject to and controlled by the terms of this Master Agreement and are sometimes referred to herein as "Supplemental Agreements."

All such Supplemental Agreements are to be clearly limited to the specific classifications of work as enumerated or described in each individual Supplement.

Section 2

Non-Covered Units

This Agreement shall not be applicable to those operations of the Employer where the employees are covered by a collective bargaining agreement with a Union not signatory to this Agreement, or to those employees who have not designated a signatory Union as their collective bargaining agent.

When a majority of the eligible employees performing work covered by an Agreement designated by the National Negotiating Committee to be Supplemental to the National Master Freight Agreement (to which their Employer is a prior signator), execute a card authorizing a signatory Local Union to represent them as their collective bargaining agent at the terminal location, then, such employees shall automatically be covered by this Agreement and the applicable Supplemental Agreements. In such cases the parties may by mutual agreement negotiate wages and conditions, subject to Conference Joint Area Committee approval.

The provisions of this Agreement shall apply to all accretions to the bargaining unit, including but not limited to, newly established or acquired terminals, and consolidations of terminals.

Section 4.

Single Bargaining Unit

The employees, unions, employers and associations covered under this Master Agreement and the various Supplements thereto shall constitute one bargaining unit. It is understood that the printing of this Master Agreement and the aforesaid Supplements in separate Agreements is for convenience only

and is not intended to create separate bargaining units. This National Master Agreement applies to city and road operations, and other classifications of employment authorized by the signatory employers to be represented by Trucking Employers, Inc. and by other employers and Associations participating in national collective bargaining. The common problems and interests, with respect to basic terms and conditions of employment, have resulted in the creation of the National Master Freight Agreement and the respective Supplemental Agreements. Accordingly, the Associations and employers, parties to this Agreement, acknowledge that they constitute a single National multi-employer collective bargaining unit, composed of the associations named hereinafter and those employers authorizing such associations to represent them for the purpose of collective bargaining, and solely to the extent of such authorization, and such other.

individual employers which have, or may, become parties to this Agreement.

Section 5.

Riders

Riders or Supplements to this Agreement providing for better wages, hours and working conditions, which have previously been negotiated by Local Unions and Employers affected and put into effect, shall be continued. No new Riders or Supplements to this Agreement shall be negotiated unless approved by the Conference Joint Area Committee, if confined to that Conference Area, or by a Joint Multi-Conference Area Committee, if applicable to more than one Conference Area.

Riders to this Agreement and to Supplements thereto between Local Unions and Employers that do not meet the standards set forth in the National Master Agreement and Supplements thereto, shall be continued pending negotiations for amendment of such riders, which negotiations shall be conducted and concluded within 90 days after June 1, 1970. In the event no agreement is concluded, the matter shall be referred during such period to the Conference Joint Area Committee for final disposition. If the Conference Joint Area Committee cannot finally dispose of

the matter, such riders shall be null and void. However, wage and monetary matters negotiated in this Agreement shall become effective April 1, 1970.

ARTICLE 3.

* * * * * * *

Section 2

Probationary and Casual Employees

A new employee shall work under the provisions of this Agreement but shall be employed only on a thirty-day trial basis, during which period he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evad-

ing this Agreement or discriminating against Union members. After thirty days the employee shall be placed on the regular seniority list.

In case of discipline within the thirty-day period, the Employer shall notify the Local Union in writing. Any employee hired as a seasonal, casual, or part-time worker shall not become a seniority employee under these provisions where it has been agreed by Employer and Union that he was hired for seasonal, casual, or part-time work. The word "seasonal," as used herein, is meant to cover situations such as the "Christmas period" in parcel delivery operations and the like. The words "casual or part-time" as used herein are meant to cover situations such as replacements for absenteeism and vacations. Casual and part-time employees shall be given first opportunity to qualify as regular employees and be placed at the bottom of the seniority board if they meet all qualifications required of new applicants for regular employment, and shall accumulate seniority from the date of regular employment.

If employees are hired through an employment agency, the Employer is to pay the employment agency fee.

However, if the Local Union was given equal opportunity to furnish employees under Article 3, Section (1) (c), and if the employee is retained through the probationary period, the fee need not be paid until the 31st day of employment.

* * * * * * *

Section 5

The term "Local Union" as used herein refers to the I.B.T. Local Union which represents the employees of the particular employer for the purpose of collective bargaining at the particular place or places of business to which this Agreement and the Supplements thereto are applicable, unless, by agreement

of the Local Unions involved, or a Change of Operations Committee, jurisdiction over such

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employees, or any number of them, has been transferred to some other Local Union, in which case the term Local Union as used herein shall refer to such other Local Unions.

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ARTICLE 5

Section 1

Seniority Rights

Seniority rights for employees shall prevail under this Agreement and all Agreements supplemental hereto. Seniority shall only be broken by discharge, voluntary quit, more than a three (3) year lay-off, or for such greater period than three (3) years as a change of operations committee may direct during the third year as provided in Article 8(e) herein, or as provided in any applicable provisions of the Supplemental Agreements. The extent to which seniority shall be applied as well as the methods and procedures of such application shall be clearly set forth in each of the Supplemental Agreements.

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Section 3

(a) In the event that the Employer absorbs the business of another private, contract or common carrier, or is a party to a merger of lines, the seniority of the employees

absorbed or affected thereby shall be determined by mutual agreement between the Employer and the Unions involved.

In the application of this provision the following general rules shall apply:

Merger, purchase, acquisition, sale, etc.

(1) If all companies involved in the merger, etc., are solvent at the time of such transaction, the active seniority roster (excluding those employees on letter of layoff) of employees involved in the merger of terminals or operations are to be "dovetailed" by appropriate classification (i.e., road, city), in the order of the last date of Company employed in

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such classification. In addition the inactive seniority rosters (employees who are on letter of layoff) shall be similarly "dovetailed" by appropriate classification. The active merged seniority roster shall be utilized first to provide employment at the merged terminal or operation. If and when additional employees are required at the merged facility, they shall be recalled from the merged inactive roster and after recall such employees shall be "dovetailed" into the active roster with their full seniority. Seniority rosters previously combining job classifications shall be continued unless agreed otherwise.

In the application of this rule, it is immaterial whether the transaction is called a merger, purchase, acquisition, sale, etc. It is also immaterial whether the transaction involves merely the purchase of stock of one corporation by another, with two separate corporations continuing in existence, and

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it is immaterial whether separate terminals of the Companies are physically merged or not, subject, however, to rules 4, 5, and 6 below.

(2) If, in the type of transaction described above, one of the Companies is insolvent at the time of the transaction, then the employees of the insolvent Company will go to the bottom of the Master Seniority List. The test of whether a Company is solvent or insolvent is governed entirely by whether bankruptcy, receivership, composition for the benefit of creditors, reorganization, or similar proceedings are pending in the state or federal court. If such proceedings are pending, the Company is considered insolvent for the purpose of this rule.

(3) If the transaction involved constitutes merely a purchase of permits or rights by one Carrier from another Carrier, without the purchase or acquisition of equipment or terminals, the

employees of the Company selling the permits shall have no seniority rights at all, but shall be offered opportunity for employment at the bottom of the seniority list of the Company purchasing the permits. If such employees are hired they shall be given seniority credit for fringe benefits only.

(4) If the merger, purchase, acquisition, sale, etc. involves two Companies which do not have parallel operating rights that separate seniority lists will be maintained for the separate non-parallel operations. However, there will be one master seniority list for the purpose of fringe benefits, etc., and for the protection of employees laid off on one seniority board when work opportunities are available on the other seniority board and all eligible employees on such other seniority board are employed.

(5) Where the transaction involves both parallel and non-

parallel rights then rules 1 and 2 above will apply to the parallel rights, and rule 4 will apply to non-parallel rights.

(6) Where only temporary authority is granted in connection with any of the transactions described above, then separate seniority lists shall continue only when terminals or operations are not merged, unless otherwise agreed. The Company which is to survive will assume the obligations of both collective bargaining agreements during the period of the temporary authority.

(7) If in connection with the transactions described in these rules the successor Company determines to discontinue the use of a Local Cartage Company, the employees of that Local Cartage Company who have worked exclusively on the pick-up and delivery service which is retained by the successor Company shall be given opportunity to continue to perform such serv-

ice as an employee of such successor Company, and shall have their seniority "dovetailed" as described in the above rules.

(8) Area and/or State Committees created pursuant to Local Supplements which have previously established rules of seniority, not contrary to the provisions of such Supplements, and approved by the Joint Area Committe, may continue to apply such rules if such rules are reduced to writing.

(b) If the minimum wage, hour and working conditions in the company absorbed differ from those minimums

set forth in this Agreement and Supplements thereto, the higher of the two shall remain in effect for the men so absorbed.

Section 4

The Union reserves the right to cut the road seniority board when the average weekly earnings fall to $150.00 or less. This is not to be construed as imposing a limitation on earnings. After the Union notifies the Employer verbally to cut the board and the Employer refuses to do so, the Union shall immediately

submit its request again in writing to the Employer. If the Employer still refuses to cut the board after receiving the wrtten request, then his refusal to do so shall be considered a grievance to be handled in accordance with the grievance procedure set forth in this Agreement. After the Joint State Committee or the Joint Area Committee renders a decision favorable to the Union, if the Employer still refuses to cut the board then in such case the Union shall have the right to strike notwithstanding any provisions in this Agreement to the contrary, and the Employer shall be obligated to pay all employees under this Agreement for all time lost.

In determining whether average weekly earings will fall to $150.00 or less, only the earnings of the lower twenty-five per cent (25%) of the drivers on the seniority board, counting from the bottom up, shall be considered. The average shall be calculated for the thirty (30) day period preceding the union's original request. After such calculation is made, the average earnings of the drivers for the top seventy-five per cent (75%) of the seniority board must also average more than $150.00 per week, or layoff shall be made in

accordance with seniority. The above provisions shall also apply to extra board for sleeper drivers exclusively.

Section 5

New Branches, etc.

(a) Opening of new branches, terminals, divisions or operations.

(1) When a new branch, terminal, division or operation is opened (except as a replacement for existing operations or as a new division in a locality where there are existing operations), the Employer shall offer the opportunity to transfer to regular positions in the new branch, terminal, division, or operation in the order of their company or classification seniority, to employees in those branches, terminals, divisions or operations which are affected in whole or in part by the opening of the new branch, terminal, division or operation. This provision is not intended to cover situations where there is replacement of an existing operation or where a new division is opened in a locality where there is an existing terminal. In these

latter situations, laid-off or extra employees in the existing facilities shall have first opportunity for employment at the new operation in accordance with their seniority. If all regular full-time positions are not filled in this manner, then the provisions of the above paragraph shall apply.

(2) The transferred employees, other than those referred to in the exception to Section 5(a) (1) above shall, for a period of 30 days following the transfer, have an unqualified right to return to their old branch, terminal, division or operation if it is still in existence and carry with them

their seniority at that old branch, terminal, division or operation. Employees who avail themselves of the transfer privileges because they are on lay-off at their original terminal may exercise their seniority rights if work becomes available at the original terminal during the three year lay-off period al-

lowed them at their original terminal.

Transferred employees shall have, after 30 days, the same privileges with respect to subsequent transfers as set forth in Paragraph 1 above.

Closing of Branches, etc.

(b) Closing of branches, terminals, divisions or operations.

(1) When a branch, terminal, division or operation is closed and the work of the branch, terminal, division or operation is eliminated, an employee who was formerly employed at another branch, terminal, division or operation shall have the right to transfer back to such former branch, terminal, division or operation and exercise his seniority based on the date of hire at the branch, terminal, division or operation into which he is transferring provided he has not been away from such original terminal for more than three years.

(2) When a branch, terminal, division or operation is closed or partially closed and the

work of the branch, terminal, division or operation is transferred to another branch, terminal, division or operation in whole or in part, employees at the closed or partially closed down branch terminal, division or operation shall have the right to transfer to the branch, terminal, division or operation into which the work was transferred prior to the recall of laid off employees at that location. Such employees transferring as a result of an approved change of operations, shall be dovetailed with their full classification seniority (city or road) into the active seniority roster at the point of redomicile, excluding those employees on letter of layoff. If and when additional employees are required at the point of domicile, employees on layoff status at that location shall be recalled. When recalled, such laid off employees shall be dovetailed with their full seniority.

(c) When a branch, terminal, division or operation is closed

and the work of the branch, terminal, division or operation is eliminated, employees who are laid off thereby shall be given first opportunity for available regular employment at any other branch, terminal, division or operation of the Employer within the Area of the Supplemental Agreement under which employed. The obligation to offer such employment shall continue for a period of three years from the date of closing. However, the Employer shall not be required to make more than one offer during this period. Any employee accepting such offer shall pay his own moving expenses. If hired, he shall go to the bottom of the seniority board but shall have company seniority for fringe benefits only.

Qualifications

(d) In all transfers referred to in Section 5(a), (b) and (c) above the employee must be qualified to perform the job by experience in the classification.

Section 6.

The Union shall be entitled to a seniority list each six months upon request. The Employer shall post a seniority list at least once every twelve (12) months. Employees shall make written complaint to the Company and Union within 30 days after such posting. Any such complaint not settled between the Company and Union shall be submitted to the grievance procedure.

Section 7.

The parties acknowledge that the above rules are intended solely as general standards and further that many factual situations are presented to Committees which necessitate modification or amendment. Accordingly, the Employers and Unions acknowledge that questions of accrual, interpretation or application of seniority rights may arise which are not covered by the general rules set forth. Accordingly, it is understood that the Employers and Unions jointly involved, and/or the respective grievance committees may mutally agree to such disposition of questions of seniority which in their judgment is appropriate under the circumstances. The Change of Operations Committee provided in the National Master Freight Agreement or the Supplemental Agreements shall have the authority to de-

termine the establishment and application of seniority in those situations presented to them. In all cases the seniority decisions of the Joint Committees including the Change of Operations Committees and Subcommittees, established by the National Master Freight Agreement and the respective Supplemental Agreements shall be final and binding.

ARTICLE 6.

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Section 2.

Extra Contract Agreements

The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

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ARTICLE 8.

National Grievance Procedure

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(e) **Change of Operations.** Present terminals, breaking points or domiciles shall not be transferred or changed without the approval of an appropriate change of operations committee. Such committee shall be appointed in each of the Conference Areas, equally composed of employer and union representatives. The change of operations committee shall have the authority to determine the seniority of the em-

ployees affected and such determination shall be final and binding.

This committee shall also have jurisdiction over the closing of terminals in regard to seniority. This shall not apply within a 25-mile radius. In considering any change of operations, this committee shall have the power to extend the three (3) year lay-off period contained in Article 5, Section 1, or in applicable Supplemental Agreements, in the event it appears toward the end of such period that the circumstances warrant.

The Committee shall observe the Employer's right to designate home domiciles and the operational requirements of the business. However, individual employees shall not be required to redomicile more than once during the term of the contract, unless a merger, purchase, sale, acquisition, or consolation of employers is involved, or unless the change of operations committee rules to the contrary, based on the facts presented.

The National Grievance Committee shall adopt Rules of Pro-

cedure concerning the application and administration of this Article.

Where any employee is required, through no fault of his own, to change residence in order to follow employment as a result of an approved change of operations, the Employer shall move the employee and assume the responsibility for proven loss of, or damage to, household goods due to such move, or pay his moving expenses, including insurance against loss or damage. The Employer shall provide packing materials for the employee's household goods. This shall not apply to moves within the 75-mile radius as defined in the peddle run provision except where by past practice and agreement, a greater or lesser radius has been agreed to.

The Employer shall pay reasonable expenses to demount and remount an employee's mobile home, if used as a residence, and, in such instance, shall pay an amount for the movement of household goods, not to exceed that which would otherwise be provided in the paragraph immediately above.

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ARTICLE 28.

Sympathetic Action

In the event of a labor dispute between any Employer, party to this Agreement, and any International Brotherhood of Teamsters' Union, parties to this or any other International Brotherhood of Teamsters' Agreement, during the course of which dispute such Union engages in lawful economic activities which are not in violation of this or such other Agreement, then any other affiliate of the International Brotherhood of Teamsters, having an Agreement with such Employer shall have the right to engage in lawful economic activity against such Employer in support of the above first mentioned Union notwithstanding anything to the contrary in this Agreement or the International Brotherhood of Teamsters' Agreement between such Employer and such other affiliate.

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ARTICLE 31.

Multi-Employer, Multi-Union Unit

The parties agree to become a part of the multi-employer, multi-union bargaining unit established by this National Master Agreement, and to be bound by the interpretations and enforce-

ment of this National Master Agreement and Supplements thereto.

The parties further agree to participate in joint negotiations of any modification or renewal of this National Master Agreement and Supplements thereto and to remain a part of the multi-employer, multi-union bargaining unit set forth in such renewed Agreement and Supplements.

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ARTICLE 38.

Non-Discrimination

The Employer and the Union agree not to discriminate against any individual with respect to his hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, or national origin, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of his race, color, religion, sex, or national origin.

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Negotiating Committee

For the Employees:

National Over-the-Road and City Cartage Policy and Negotiating Committee

Frank E. Fitzsimmons
(Chairman)

Murray W. Miller
Joseph Trerotola
Elvin E. Hughes
Weldon L. Mathis

William Presser
William McCarthy
Roy L. Williams
M. Ralph Dixon
Robert Flynn
A. J. Hardy
Verne Milton
Joseph W. Morgan
Walter Shea
B. M. Waggoner
Al Weiss

For the Employers:
Trucking Employers, Inc.

R. F. Beagle
(Chairman)

Arthur Imperatore
Vincent R. Dagen
Donald E. Cantlay
R. S. McIlvennan
M. M. Gordon
Rudy Pulliam
John A. Murphy
Robert F. Todd

In Behalf of the Following Associations:

Arizona Motor Truck League, Inc.
California Trucking Association
Carolina Transportation Association, Inc.
Carriers Council of New Hampshire, Inc.
Carriers Employers Association of Maine

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Central Motor Freight Association, Inc.
Central Pennsylvania Motor Carriers Conference, Inc.
Employers Group of Motor Freight Carriers, Inc.
Greater Newark Trucking Association
Indiana Motor Carriers Labor Relations Association, Inc.
Intermountain Operators League
Iowa Operators Association
Kentucky Motor Carriers Labor Advisory Council
Middlesex Motor Freight Carriers Association

Minnesota Motor Transportation Employers Association
Missouri-Kansas Motor Carriers Conference, Inc.
Motor Carriers Association of North Jersey
Motor Carriers Employers' Association
Motor Carriers Labor Advisory Council
Motor Carriers of Virginia, Inc.
Motor Transport Labor Relations, Inc.
New England Motor Carriers Council, Inc.
New York State Employers' Association, Inc.
New York State Motor Truck Association, Inc.
Ohio Motor Carriers Labor Relations Association
Southeastern Area Motor Carriers Labor Relations Association
Southwest Operators Association

Tri-Area Labor Association
Tri-City Common Carriers Trucking Association
Truck Operators' League of Montana, Inc.
Truck Operators League of Oregon
Trucking Employers Labor Council of Maryland-District of Columbia
Vermont Truck Owners
Washington Trucking Associations, Inc.
Western Empire Operators Association
Western Pennsylvania Motor Carriers Association, Inc.

Other Associations and Employers

California Labor Consultants, Inc.
  Clyde W. Yandell, President
Cartage Employers' Management Association
  Charles E. Hughes, Secretary
Cartage Men's Association of Greater Kansas City, Inc.
  Donald J. Quinn

Highway Carriers Association of California
  R. Sparks
Irregular Route Carriers
  Daniel A. Darling, President
  Robert A. Sullivan, Counsel
Labor Associates
  Monte Perkins
  William L. Waskom

Master Truckmen of America, Inc.
  Sam Berger, Executive Director
Michigan Cartagemen's Association
  Joseph J. Sciturro, President
  Howerd McDougal, Executive Secretary
Motor Carrier Labor Advisory Council
  John Bridge
  Frank G. Bridge
National Perishable Commodities Conference
  Robert A. Sullivan, Counsel
National Steel Carriers Association
  George Gregory Mantho, Managing Director and Labor Counsel
Northern Ohio Motor Truck Association, Inc.
  Richard W. Schulz, President
Perishable Commodity Carriers Association, Inc.
  George Gregory Mantho, Managing Director and Labor Counsel
Seamon and Sparks and Associates
  R. Sparks
Highway Carriers Association
United Trucking Employers, Inc.
  Stanley W. Skaag, Executive Vice President
Signal Delivery Service, Inc.
  John H. King, Vice President

SOUTHERN CONFERENCE AREA
OVER-THE-ROAD MOTOR FREIGHT

SUPPLEMENTAL AGREEMENT

Covering Drivers Employed by
Private, Common and Contract Carriers

For the Period of:
April 1, 1970 to June 30, 1973

In the Territory of:
Alabama, Florida, Georgia, Mississippi, Tennessee,
Arkansas, Louisiana, Oklahoma and Texas

PREAMBLE

To cover the drivers employed in the operations of Common, Contract, and Private Carriers in the Southern Conference Area comprised of the following States: Alabama, Florida, Georgia, Mississippi, Tennessee, Arkansas, Louisiana, Oklahoma and Texas and any other cities where the Local Unions have drivers employed by the Employers in the above named States:

The ....., hereinafter re-
(Company or Association)
ferred to as the Employer, and the Southern Conference of Teamsters, and Local Union No. ..., affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the Union, agree to be bound by the terms and provisions of this

Agreement. This Over-the-Road Supplement is supplemental to and becomes a part of the National Master Freight Agreement hereinafter referred to as the National Agreement for the period commencing April 1, 1970, and shall prevail over the specific terms of that Agreement only to the extent specifically provided herein.

ARTICLE 40

Scope of Agreement

Section 1

The execution of this Supplemental Agreement, herein referred to as "Agreement," on the part of the Employer shall cover all over-the-road operations of the Employer in said described area.

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Section 3

City or Local Work

Local dock work or city pickup and delivery service is not subject to the terms and conditions of this Agreement, but is subject to a separate Agreement entered into between the Employer and the involved Local Union. Employees subject to this Agreement shall not be permitted to perform dock work or city pickup

and delivery service where the performance of such work conflicts with the Local City Pickup and Delivery Agreement between the Employer and a Local Union affiliated with the I.B.T.C.W. & H. of A. and except as specifically permitted herein.

Section 4

Pickup and Delivery Limitations

The operations, other than those of a certificated irregular carrier, shall be dock to dock and there shall be no pickups or deliveries permitted at either end of the run except that one pickup of a solid load at point of origin and one delivery of a solid load at destination shall be allowed, provided that the driver receives the applicable hourly rate of pay for time lost through delivery. **Pickup or delivery of a trailer at an interline terminal, if located on general route, shall be allowed.**

Section 5

Neither pickup at origin nor delivery at destination shall be permitted where a driver or drivers, or driver and helper have driven **four hundred** (400) miles, or on any run which cannot be completed in ten (10) consecutive hours from point of origin to final destination, including such pickup and delivery.

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Section 7

Riders

Riders or Supplements to the Agreement providing for better wages, hours, and working conditions, which have previously been negotiated by Local Unions and Employers affected and put into effect, shall be continued. No new Riders or Supplements to this Agreement shall be negotiated by any of the parties hereto except in those instances agreed to by the Southern Conference Area Grievance Committee.

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ARTICLE 42

SENIORITY

Section 1

Seniority rights for employees shall prevail. Seniority shall be broken only by discharge, voluntary quit, or more than a three (3) year layoff. In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of recall by certified mail to his last known home address. In the event the employee fails to make himself available for work at

the end of said two (2) weeks, he shall lose all seniority rights under this Agreement. Employees shall give the Employer one (1) week notice of intent to return to work. A list of employees arranged in the order of their seniority shall be posted in a conspicuous place at their place of employment.

Any protest to the seniority list must be made in writing, with a copy to the Employer and the Union, within thirty (30) days from the date of posting of the seniority list. In the event no protest is made the seniority list, as posted, shall be considered correct and final.

Controversies regarding seniority shall be settled by the Employer and the Union. Failing a settlement by these parties, the controversy shall be processed under the Grievance Procedure set out in Articles 43 and 44 of this Agreement.

Section 2

(a) Terminal seniority as measured by length of service at such terminal shall prevail except in those instances

where a majority of the employees of an Employer in the Southern Conference Area agree by vote to the contrary.

(b) Within sixty (60) days after the date of the signing of this Agreement any request of any employee of an Employer for seniority other than terminal seniority shall be made to the Local Union involved, and if such request is made during this period all Local Unions involved shall be notified and a vote shall be taken of all employees involved within one hundred twenty (120) days of the date of the signing of this Agreement and a majority vote shall be final and binding. After these time limits no further change from terminal seniority will be made during the life of this Agreement, except as otherwise provided for in this Agreement.

(c) **For employees of certain Employers who have operations in both the former Southeast and Southwest Areas, who now have modified and/or terminal seniority, notwithstanding (a) and (b) above, within one hundred and twenty (120) days after the date of the signing of this Agreement, a vote will be taken of all such employees to determine whether terminal or modified system seniority shall apply**

to these employees in the Southern Conference Area and a majority vote shall be final and binding.

(d) Where there is presently in effect a type of seniority other than terminal or modified system, within sixty (60) days after the date of the signing of this Agreement any request of any employees of an Employer for terminal or modified system shall be made to the Local Union involved, and if such request is made during this period all Local Unions involved shall be notified and a vote shall be taken of all employees involved within one hundred twenty (120) days after the date of the signing of this Agreement, and a majority vote shall be final and binding. After these time limitations no further change from present seniority will be made during the life of this Agreement, except as otherwise provided for in this Agreement.

Section 3

Reduction in Force

When it becomes necessary to reduce the working force, the last employee hired shall be laid off first and when the force is again increased, the employees are to be returned to work

in the reverse order in which they were laid off.

Section 4

Vacancies and New Runs

(a) Vacancies, new runs and new positions, are subject to the seniority and shall be posted for bid, except as hereinafter provided. The employee with the highest seniority who bids shall receive such vacancy, new run, or new position. The posting shall be at a conspicuous place so that all eligible employees will receive notice of the vacancy, run or position open for bid. Bids shall remain open for a period of seven (7) days, and runs shall be awarded within seven (7) days thereafter. Seniority shall not govern assignment of equipment.

(b) The bulletining of regular runs shall include the days and approximate time of departure, destination, the routes,

type of run and number of days each week (approximate time of departure will not apply at agreed to relay points).

If there is no load for the bid driver at his approximate departure time, the driver will be called at least two (2) hours prior to his approximate depar-

ture time and either cancelled or delayed subject to call. If cancelled, the driver will be placed on the extra board with his seniority. If delayed, he will be guaranteed his bid run during his bid day.

All runs shall be posted for bid at least once each twelve (12) months, including peddle runs. Minimum guarantee runs (those paid on hourly basis) shall not be posted for bid, but will be run off the extra board in accordance with their seniority as provided by this Agreement. The number of regular runs to be posted for bid shall be determined by taking 75% of the number of runs operating between two (2) designated points, for a period of six (6) months.

(c) Extra employees at an away from home terminal shall be dispatched back to their home terminal in the same order as dispatched from home terminal and may be dispatched ahead of regular employees, provided such dispatch does not result in cancellation of regular runs back to the home terminal. An extra employee at a point away from

home terminal shall be entitled to the first extra trip to his home terminal.

At Point of First Destination

If no load is available to extra employee's home terminal he may be dispatched to another point after all domiciled employees are dispatched.

At Point of Second Destination

If no load is available to extra employee's home terminal he may not be forced to go to any point away from his home terminal, but may be dispatched to any point if from such third destination point he will be dispatched to his home terminal in one tour of duty.

Either a regular or extra employee may be dispatched on VIA dispatch without regard to extra employees at VIA terminals. Extra employees may be dispatched VIA his home terminal if that dispatch does not violate the above paragraph and does not cancel a regular employee at that terminal. **The Employer and the Local Union may establish dispatch rules, these rules will be in writing and signed by both parties. These dispatch rules must be submitted for approval to the appropriate Grievance Committee within ninety (90) days from the date of the signing of this Agreement. Failure of either party to agree to establish dispatch rules the fol-**

lowing shall apply: Extra employees upon arrival at the home terminal may pick or choose his next destination and hold for same in his seniority order as long as there are drivers available to perform the work.

In the event the dispatch of an extra employee is changed enroute he shall be paid the applicable rate for the type of run he actually performed, subject to the eight (8) hour guarantee.

In using the terms "broken" or "changed" dispatch enroute

it is meant that this is done at a terminal or stop between points of origin and destination. Any dispatch given at point of destination is a second run and shall be paid as such in accordance with the provisions set forth in this Agreement.

Wreck of equipment or incapacity of employee, or if dispatch is not completed because of a strike of a Teamsters' Union, shall not be considered a broken dispatch.

An employee is not eligible for dispatch until his elapsed time in a terminal is equal to the minimum running time plus a statutory rest period. For example: An employee dispatched at 12:00 noon from his home terminal on a run that requires eight

(8) hours running time will not be eligible for dispatch at the foreign terminal until sixteen (16) hours past the 12:00 noon original dispatch, or 4:00 a.m. the following morning.

The bid and/or dispatch day shall be the calendar day, midnight to midnight, unless otherwise mutually agreed to by the Local Union and Employer involved. Should there be a dispute as to the mutual agreement of the bid and/or calendar day between the Employer and the Local Union that dispute shall be subject to the grievance procedure. Such agreement must be in writing and signed by both parties with a copy filed with the proper Grievance Committee as provided for in this Agreement. The Local Union and Employer shall arrive at an agreement on the minimum running time and shall file said agreement with the Grievance Committee.

(d) A regular employee at an away-from-home terminal shall be dispatched out in the same order as was dispatched from home terminal. A regular run may be cancelled at the home terminal in order to get an extra employee back to his home ter-

minal for a weekend or holiday, or at any time with empty equipment. If the dispatch of a regular employee is broken, he will be paid his original dispatch, plus miles driven off route and work performed off route.

A road employee may be required to drop a trailer at an interline terminal at point of destination of his run when the terminal of his own Employer is closed.

Section 5

Time Off

The Employer shall provide in his dispatch rules and/or procedure suitable provisions relating to time off at the home terminal provided there is no delay in the movement of freight.

Section 6

Use of Lease Equipment

Certificated or permitted carriers shall use their own available equipment together with all leased equipment under a minimum thirty (30) day bona fide lease arrangement with owner-operators on a rotating board, before hiring any extra equipment.

Section 7

Extra Contract Agreements

(a) The Employer agrees not to enter into any other agreement or contract with his employees, individually or collectively, which in any way conflicts with the

terms and provisions of this Agreement.

Company Rules

(b) The Employer is permitted to make and enforce any reasonable Company rules which do not conflict with the provisions of this Agreement; all such rules to be posted for a period of six (6) days before becoming effective.

* * * * * * *

ARTICLE 51.

Mileage and Hourly Rates

Section 1.

(a) The mileage rates per mile shall be as follows:

	4-1-70	7-1-71	7-1-72
Single Axle Units .	12.925	13.925	14.675
Tandem Axle Units	13.175	14.175	14.925
Tandem 5-Axle Units	13.300	14.300	15.050
Double Bottom Units, Jeeps, or a combination of vehicles or units not to exceed two trailers	14.325	15.325	16.075
Two-Man Rate ...	15.085	16.085	16.835
Single-Man Rate ..	7.5425	8.0425	8.4175
Double Bottoms Not exceeding two 30′ Trailers Two-Man Rate .	15.835	16.835	17.585

Single-Man Rate .	7.9175	8.4175	8.7925

(b) Drivers dispatched with double bottom (not including two forty-foot trailers) shall receive double bottom rate to final destination, even though a box or boxes are dropped enroute. Drivers starting out with single operation but becoming a double operation enroute shall receive a double operation rate to destination point from pickup of second trailer.

(c) The hourly rates of pay for employees shall be as follows:

4-1-70	7-1-70	1-1-71	7-1-71
$4.22	$4.37	$4.77	$5.02
1-1-72	7-1-72	1-1-73	
$5.27	$5.52	$5.72	

(d) The hourly rate of pay for Peddle Run employees shall be as follows:

Southwest

4-1-70	7-1-70	1-1-71	7-1-71
$4.30	$4.45	$4.85	$5.10
1-1-72	7-1-72	1-1-73	
$5.35	$5.60	$5.80	

Southeast

4-1-70	7-1-70	1-1-71	7-1-71
$4.28	$4.43	$4.83	$5.08

1-1-72	7-1-72	1-1-73
$5.33	$5.60	$5.80

* * * * * * *

ARTICLE 54

Two-Man Operation

Section 1

The following rates of pay shall prevail for the two-man operation:

(a) Two-Man Rate per Mile

	Double Bottoms Not Exceeding Two 30′ Trailers	
April 1, 1970	15.085	15.835
July 1, 1971	16.085	16.835
July 1, 1972	16.835	17.585

(b) Single Man Rate

April 1, 1970	7.5425	7.9175
July 1, 1971	8.0425	8.4175
July 1, 1972	8.4175	8.7925

Section 2

Hourly Rates of Pay

Hourly rates of pay:

4-1-70	7-1-70	1-1-71	7-1-71
$4.22	$4.37	$4.77	$5.02
1-1-72	7-1-72	1-1-73	
$5.27	$5.52	$5.72	

The rate of pay for pickup and delivery or delay time shall be as follows: Pickup and delivery shall be paid for at the full hourly rate for each man. Both drivers or two-man operations shall receive the same

rate of pay when delayed on pickup and delivery. Full allowance for breakdown, layover, impassable highway and deadheading time and for lodging, etc., as specified elsewhere in this Agreement, shall apply for both men.

There shall be no allowance for time spent taking fuel and oil enroute between terminals.

Flagrant abuse of free time shall constitute a violation of this Section, and shall be subject to the grievance machinery of Article 44.

Section 3

There shall be no two-man operation on runs less than four hundred (400) miles with an eight hundred (800) mile round trip unless otherwise agreed to.

Section 4

Sleeper-Cab Operations

Sleeper cab operations shall be between designated terminals with a designated home terminal. The A.B.C. dispatch principle shall apply. An Employer shall not operate sleepers over the same route to haul local freight originating at the origin point and destined to the destination point of a bid through run or leg of a bid relay run, except to move an unusual or overflow of local freight, and in such event regular employees bid on that run shall have full guar-

teed preference unless otherwise agreed.

Section 5

Where sleeper cab employee is required to lay over away from his home terminal, layover pay shall commence following the twelfth (12th) hour after the end of the run. If employee is held over the twelfth (12th) hour, he shall be guaranteed two (2) hours pay, in any event, for layover time. (Mechanical breakdown and equipment failure is not to be included in the two (2) hour guarantee, but employee will be paid for actual time delayed only in such event.) If he is held over more than two (2) hours, he shall receive layover pay for each hour held over up to eight (8) hours in the first twenty (20) hours of layover period, commencing after the run ends. This pay shall be in addition to the pay to which the employee is entitled if he is put to work at any time within the twenty (20) hours after the run ends. The same principle shall apply to each succeeding eighteen (18) hours, and layover pay shall commence after the tenth (10th) hour. The layover provision of this Agreement shall apply at only one away-from-home terminal, and all time spent at all other points touched on the round trip from the home ter-

minal, exclusive of mean time, is to be paid for at the full hourly rate to each man. The layover point shall be designated on the driver's original orders prior to the dispatch from point of origin and shall remain the same whether or not the driver touches that point. Likewise the destination and any via point or points on each dispatch shall be designated on the driver's orders prior to the dispatch from A, B or C. If the dispatch of a sleeper team is broken, they will be paid their original dispatch plus miles driven off route and work performed off route.

All sleeper teams must be sent to their home terminal on their third dispatch, unless otherwise agreed to. The layover

provision of this Agreement is to be applicable at such away-from-home terminal the first time reached on a round trip away from the home terminal. Upon the second or subsequent arrival at such away-from-home terminal prior to return to the home terminal, all time shall be paid for both men, and the layover provisions shall not apply.

The Employer shall provide in his dispatch rules and/or procedures 24-hours off at the home terminal at

least once a week unless otherwise agreed to.

It shall not be considered a violation of the layover clause for an employee to take less than a statutory eight (8) hour rest period.

Section 6

Bedding and fresh linens for sleeper cabs to be furnished and maintained by the Employer in a clean and sanitary condition. Complaints with respect to width, depth and condition of mattresses shall be subject to the grievance procedure.

1964 Sleeper Equipment and all new sleeper equipment thereafter must be provided with air-conditioning or a mechanical cooling system and heating appliances. In the event of mechanical failure of such air-conditioning and heating appliances repairs shall be made at the first point of breakdown where proper facilities are available. The breakdown time for air-conditioning is to be applied as follows: The drivers will not be paid for down time enroute while getting air-conditioning fixed but will get paid for heating appliances. In any event drivers will be paid under the away-from-home terminal breakdown clause at point of destination for such repairs.

Section 7.

All regular sleeper runs shall be posted for bid once each six (6) months. The number of regular runs to be posted shall be determined by taking seventy-five per cent (75%) of the average number of runs operated by sleeper between two (2) or more designated points for a period of six (6) months.

All regular runs shall be posted in an open bid.

Once teams are so established, drivers shall be allowed by mutual agreement to trade positions within ten (10) days following close of a bid. Driver-teams are not to be otherwise separated for a period of the bid except in cases of emergency or reduction in force unless otherwise agreed to.

A driver choosing to separate shall operate off the extra board for the duration of the bid period. Regular bid sleeper teams shall be dispatched on a rotating basis unless otherwise mutually agreed. Extra board drivers at the home terminal shall be dispatched on a rotating first-in-first out basis.

Sleeper teams may have ten (10) hours off at their home terminal upon request at the time of arrival.

Upon the expiration of the ten (10) hour period the team assumes its proper position on the board, unless mutually agreed.

Section 8.

Call Time

Regular bid sleeper drivers who are off duty in the home terminal shall be notified between the hours of 4:00 p.m. and 6 p.m. if they are to be expected to report for work between

the hours of 7:00 p.m. and 7:00 a.m. Above schedule can be changed only by mutual agreement between Local Union and Employer.

Section 9.

Sleeper teams shall be dispatched out of the away-from-home terminal back to their home terminal in order of their dispatch out of their home terminal provided the team arrives within its scheduled arrival time. The team with the earliest scheduled arrival at the away-from-home terminal may be dispatched to other destinations prior to their return to their home terminal, only if there is no return dispatch available upon their arrival at the away-from-home terminal unless otherwise mutually agreed to.

Section 10.

All employees shall be dispatched to home terminal out of the foreign terminal ahead of home domiciled employees.

Section 11.

Only two (2) men shall be permitted in sleeper cab equipment at any one time except in case of emergency, an Act of God, or where new type equipment is put into operation. In no event, shall a master driver be in the cab in addition to the two regular drivers for more than three hundred (300) miles and then only if requested by a majority of the regular drivers or by agreement of the team involved.

* * * * * * *

NEGOTIATING COMMITTEE

FOR THE EMPLOYEES:

NATIONAL OVER-THE-ROAD AND CITY CARTAGE POLICY AND NEGOTIATING COMMITTEE

Frank E. Fitzsimmons
(Chairman)

Murray W. Miller
Joseph Trerotola
William Presser
William McCarthy
Roy L. Williams
M. Ralph Dixon
Robert Flynn
A. J. Hardy
Elvin E. Hughes
Weldon L. Mathis
Verne Milton
Joseph W. Morgan
Walter Shea
B. M. Waggoner
Al Weiss

SOUTHERN CONFERENCE OF TEAMSTERS

Murray W. Miller,
Chairman
W. C. Smith
Howard Jones
J. W. Morgan
M. R. Dixon
C. D. Winters
G. Sam Webb
C. H. Augustine
Luther A. Watson
Albert J. Johnson
Odell Smith
W. L. Piland
W. M. Hays

FOR THE EMPLOYERS:

TRUCKING EMPLOYERS, INC.

R. F. Beagle
(Chairman)

Arthur Imperatore
Vincent R. Dagen
Donald E. Cantlay
R. S. McIlvennan
M. M. Gordon
Rudy Pulliam
John A. Murphy
Robert F. Todd

IN BEHALF OF THE FOLLOWING ASSOCIATIONS:

SOUTHEASTERN AREA MOTOR CARRIERS LABOR RELATIONS ASSOCIATION

SOUTHWEST OPERATORS ASSOCIATION

R. V. Pulliam
(Chairman)

W. L. Swain, Jr.
M. B. Harp
Jimmy Black
W. J. Tittle
John F. Spickerman
Joe Varble
Jim Bates
W. G. Karsten
J. A. Pratt

In Witness Hereof the undersigned do duly execute The National Master Agreement and Supplemental Agreement (and Riders, if any) set forth herein.

FOR THE UNION

LOCAL UNION No. . . . . , affiliate of I. B. of T., C. W., & H., of A.

By . . . . . .
(Signed)

Its . . . . . .
(Title)

For the Company

. . . . . .

. . . . . .
(Company)

By .....
(Signed)

Its .....
(Title)

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HOME OFFICE ADDRESS:

Street:

City:

State:

Date Signed:

This Agreement is approved as to form only by the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and in doing so the International Union assumes no liability whatsoever under this Agreement for the performance thereof or otherwise, and by such approval does not become a party to the Agreement.

APPROVED:

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA.

Frank E. Fitzsimmons
General Vice President

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* * * * * * *

D. PLAINTIFF'S EXHIBITS

1. **Plaintiff's Exhibit 214**

PART 391, QUALIFICATION OF DRIVERS

MOTOR CARRIER SAFETY REGULATIONS

Title 49—Transportation

Chapter III—Federal Highway Administration, Department of Transportation

Subchapter B—Motor Carrier Safety Regulations
Includes revisions May 1, 1971
Federal Highway Administration
Bureau of Motor Carrier Safety
Washington, D.C. 20591

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Part 391—Qualification of Drivers

Subpart A—General

Sec.

391.1 Scope of the rules in this part; additional qualifications; duties of carrier-drivers.

391.3 Definitions.

391.5 Familiarity with rules.

391.7 Aiding or abetting violations.

Subpart B—Qualification and Disqualification of Drivers

391.11 Qualifications of drivers.

391.15 Disqualification of drivers.

Subpart C—Background and Character

391.21 Application for employment.

391.23 Investigation and inquiries.

391.25 Annual review of driving record.

391.27 Record of violations.

Subpart D—Examination and Tests

391.31 Road test.

391.33 Equivalent of road test.

391.35 Written examination.

391.37 Equivalent of written examination.

Subpart E—Physical Qualifications and Examinations

391.41 Physical qualifications for drivers.

391.43 Medical examination; certificate of physical examination.

391.45 Persons who must be medically examined and certified.

391.47 Conflict of medical evaluations.

391.49 Waiver of certain physical defects.

Subpart F—Files and Records

391.51 Driver qualification files.

Subpart G—Exemptions

391.61 Drivers who were regularly employed before January 1, 1971.

391.63 Intermittent, casual, or occasional drivers.

391.65 Drivers furnished by other motor carriers.

Authority: The provision of this Part 391 issued under sec. 204, Interstate Commerce Act, as amended, 49 U.S.C. 304; sec. 6, Department of Transportation Act, 49 U.S.C. 1655; delegation of authority in 49 CFR Part 1.

Subpart A—General

§ 391.1 Scope of the rules in this part; additional qualifications; duties of carrier-drivers.

(a) The rules in this part establish minimum qualifications for persons who drive motor vehicles as, for, or on behalf of motor carriers. The rules in this part also establish minimum duties of motor carriers with respect to the qualifications of their drivers.

(b) The rules in this part, and in other parts of this subchapter, do not prevent a motor carrier from imposing more stringent or additional qualifications, requirements, examinations, or certificates than are imposed by these rules.

(c) A motor carrier who employs himself as a driver must comply with both the rules in this part that apply to motor carriers and the rules in this part that apply to drivers.

§ 391.3 Definitions.

(a) The term "motor carrier" includes a motor carrier and the agents, officers, representatives, and employees of a motor carrier who are responsible for the hiring, supervision, training, assignment, or dispatching of drivers.

(b) The term "Director" means the Director of the Bureau of Motor Carrier Safety.

(c) A motor carrier "employs" a person as a driver within the meaning of this part whenever it requires or permits that person

to drive a motor vehicle (whether or not the vehicle is owned by the motor carrier) in furtherance of the business of the motor carrier.

§ 391.5 **Familiarity with rules.** Each motor carrier and each driver shall know, and be familiar with, the rules in this part.

§ 391.7 **Aiding or abetting violations.** No person shall aid, abet, encourage, or require a motor carrier or a driver to violate the rules in this part.

Subpart B—Qualification and Disqualification of Drivers

§ 391.11 **Qualifications of drivers.**

(a) A person shall not drive a motor vehicle unless he is qualified to drive a motor vehicle. Except as provided in § 391.-63, a motor carrier shall not require or permit a person to drive a motor vehicle unless that person is qualified to drive a motor vehicle.

(b) Except as provided in § 391.61, a person is qualified to drive a motor vehicle if he—

(1) Is at least 21 years old;

(2) Can read and speak the English language sufficiently to converse with the general public, to understand highway traffic signs and signals in the English language, to respond to official inquiries, and to make entries on reports and records;

(3) Can, by reason of experience, training, or both, safely operate the type of motor vehicle he drives;

(4) Can, by reason of experience, training, or both, determine whether the cargo he transports (including baggage in a passenger-carrying motor vehicle) has been properly located, distributed, and secured in or on the motor vehicle he drives;

(5) Is familiar with methods and procedures for securing cargo in or on the motor vehicle he drives.

(6) Is physically qualified to drive a motor vehicle in accordance with § 391.41;

(7) Has been issued a currently-valid motor vehicle operator's license or permit;

(8) Has prepared and furnished the motor carrier that employs him with the list of violations or the certificate as required by § 391.27;

(9) Is not disqualified to drive a motor vehicle under the rules in § 391.15;

(10) Has successfully completed a driver's road test and has been issued a certificate of driver's road test in accordance with § 391.31, or has presented an operator's license or a certificate of road test which the motor carrier that employs him has accepted as equivalent to a road test in accordance with § 391.33;

(11) Has taken a written examination and has been issued a certificate of written examination in accordance with § 391.35, or has presented a certificate of written examination which the motor carrier that employs him has accepted as equivalent to a written examination in accordance with § 391.27; and

(12) Has completed and furnished the motor carrier that employs him with an application for employment in accordance with § 391.21.

§ 391.15 **Disqualification of drivers.**

(a) A driver who is disqualified shall not drive a motor vehicle. A motor carrier shall not require or permit a driver who is disqualified to drive a motor vehicle.

(b) A driver is disqualified—

(1) For 3 years after he has been convicted of, or forfeited bond or collateral upon a charge of committing any of the following criminal offenses:

(i) A felony committed after December 31, 1970 and involving the use of a vehicle by that driver; or

(ii) A crime committed after December 31, 1970 and involving the manufacturing, knowing transportation, knowing possession, sale, or habitual use of amphetamines, a narcotic drug, a formulation of an amphetamine, or a derivative of a narcotic drug; or

(iii) Operating a vehicle after December 31, 1970 and while under the influence of alcohol, an amphetamine, a narcotic drug, a formulation of an amphetamine, or a derivative of a narcotic drug; or

(iv) Leaving the scene of an accident after December 31, 1970, if the accident resulted in personal injury or death; or

(2) For the duration of the driver's loss of his privilege to operate a commercial vehicle on public highways, either temporarily or permanently, by reason of the suspension, revocation, withdrawal, or denial of any operator's license, permit, or privilege, until that operator's license, permit or privilege is restored by the authority that suspended, revoked, withdrew or denied it.

Subpart C—Background and Character

§ 391.21 Application for employment.

(a) Except as provided in Subpart G of this part, a person shall not drive a motor vehicle unless he has completed and furnished the motor carrier that employs him with an application for employment that meets the requirements of paragraph (b) of this section.

(b) The application for employment shall be made on a form furnished by the motor carrier. Each application form must be completed by the applicant,

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must be signed by him, and must contain the following information:

(1) The name and address of the employing motor carrier;

(2) The applicant's name, address, date of birth, and social security number;

(3) The addresses at which the applicant has resided during the 3 years preceding the date on which the application is submitted;

(4) The date on which the application is submitted;

(5) The issuing State, number, and expiration date of each unexpired motor vehicle operator's license or permit that has been issued to the applicant;

(6) The nature and extent of the applicant's experience in the operation of motor vehicles, including the type of equipment (such as buses, trucks, truck tractors, semitrailers, full trailers, and pole trailers) which he has operated;

(7) A list of all motor vehicle accidents in which the applicant was involved during the 3 years preceding the date the application is submitted, specifying the date and nature of each accident and any fatalities or personal injuries it caused;

(8) A list of all violations of motor vehicle laws or ordinances (other than violations involving only parking) of which the applicant was convicted or forfeited bond or collateral during the 3 years preceding the date the application is submitted;

(9) A statement setting forth in detail the facts and circumstances of any denial, revocation, or suspension of any license, permit, or privilege to operate a motor vehicle that has been issued to the applicant, or a statement that no such denial, revocation, or suspension has occurred;

(10) A list of the names and addresses of the applicant's employers during the 3 years preceding the date the application is submitted, together with the dates he was employed by, and his reason for leaving the employ of, each employer; and

(11) The following certification and signature line, which must appear at the end of the application form and be signed by the applicant:

This certifies that this application was completed by me, and that all entries on it and information in it are true and complete to the best of my knowledge.

....

(Date) (Applicant's signature)

(c) A motor carrier may require an applicant to provide information in addition to the information required by paragraph (b) of this section on the application form.

(d) Before an application is submitted, the motor carrier shall inform the applicant that the information he provides in accordance with paragraph (b) (10) of this section may be used, and the applicant's prior employers may be contacted, for the purpose of investigating the applicant's background as required by § 391.23.

§ 391.23 **Investigation and inquiries.**

(a) Except as provided in Subpart G of this part, each motor carrier shall make the following investigations and inquiries with respect to each driver it employs, other than a person who has

been a regularly employed driver of the motor carrier for a continuous period which began before January 1, 1971:

(1) An inquiry into the driver's driving record during the preceding 3 years to the appropriate agency of every State in which the driver held a motor vehicle operator's license or permit during those 3 years; and

(2) An investigation of the driver's employment record during the preceding 3 years.

(b) The inquiry to State agencies required by paragraph (a) (1) of this section must be made within 30 days of the date the driver's employment begins and shall be made in the form and manner those agencies prescribe. A copy of the response by each State agency, showing the driver's driving record or certifying that no driving record exists for that driver, shall be retained in the carrier's files as part of the driver's qualification file.

(c) The investigation of the driver's employment record required by paragraph (a)(2) of this section must be made within 30 days of the date his employment begins. The investigation may consist of personal interviews, telephone interviews, letters, or any other method of obtaining information that the carrier deems appropriate. Each motor carrier must make a written record with respect to each past employer who was contacted. The record must include the past employer's name and address, the date he was contacted, and his comments with respect to the driver. The record shall be retained in the motor carrier's files as part of the driver's qualification file.

§ 391.25 **Annual review of driving record.**

Except as provided in Subpart G of this part, each motor carrier shall, at least once every 12 months, review the driving record of each driver it employs to determine whether that

driver meets minimum requirements for safe driving or is disqualified to drive a motor vehicle pursuant to § 391.15. In reviewing a driving record, the motor carrier must consider any evidence that the driver has violated applicable provisions of the Motor Carrier Safety Regulations and the Hazardous Materials Regulations. The motor carrier must also consider the driver's accident record and any evidence that the driver has violated laws governing the operation of motor vehicles, and must give great weight to violations, such as speeding, reckless driving, and operating while under the influence of alcohol or drugs, that indicate that the driver has exhibited a disregard for the safety of the public.

A note, setting forth the date upon which the review was performed and the name of the person who reviewed the driving record, shall be included in the driver's qualification file.

§ 391.27 **Record of violations.**

(a) Except as provided in Subpart G of this part, each motor carrier shall, at least once very 12 months, require each driver it employs to prepare and furnish it with a list of all violations of motor vehicle traffic laws and ordinances (other than violations involving only parking) of which the driver has been convicted or on account of which he has forfeited bond or collateral during the preceding 12 months.

(b) Each driver shall furnish the list required in accordance with paragraph (a) of this section. If the driver has not been convicted of, or forfeited bond or collateral on account of, any violation which must be listed, he shall so certify.

(c) The form of the driver's list or certification shall be prescribed by the motor carrier. The following form may be used to comply with this section:

Motor Vehicles Driver's Certification

I certify that the following is a true and complete list of traffic violations (other than parking violations) for which I have been convicted or forfeited bond or collateral during the past 12 months.

Date of Conviction	Offense	Location	Type of vehicle operated
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

If no violations are listed above, I certify that I have not been convicted or forfeited bond or collateral on account of any violation required to be listed during the past 12 months.

.....	.....
(Date of certification)	(Driver's signature)
.....	.....
(Motor carrier's name)	(Motor carrier's address)
.....	.....
(Reviewed by: Signature)	(Title)

(d) The motor carrier shall retain the list or certificate required by this section, or a copy of it, in its files as part of the driver's qualification file.

Subpart D—Examinations and Tests

§ 391.31 Road test.

(a) Except as provided in §§ 391.33 and 391.61, a person shall not drive a motor vehicle unless he has first successfully completed a road test and has been issued a certificate of driver's road test in accordance with this section.

(b) The road test shall be given by the motor carrier or a person designated by it. However, a driver who is a motor carrier must be given the test by a person other than himself. The test shall be given by a person who is competent to evaluate and determine whether the person who takes the test has demonstrated that he is capable of operating the vehicle, and associated equipment, that the motor carrier intends to assign him.

(c) The road test must be of sufficient duration to enable the person who gives it to evaluate the skill of the person who takes it at handling the motor vehicle, and associated equipment, that the motor carrier intends to assign to him. As a minimum, the person who takes the test must be tested, while operating the type of motor vehicle the motor carrier intends to assign him, on his skill at performing each of the following operations.

(1) The pretrip inspection required by § 392.7 of this subchapter;

(2) Coupling and uncoupling of combination units, if the equipment he may drive includes combination units;

(3) Placing the vehicle in operation;

(4) Use of the vehicle's controls and emergency equipment;

(5) Operating the vehicle in traffic and while passing other vehicles;

(6) Turning the vehicle;

(7) Braking, and slowing the vehicle by means other than braking; and

(8) Backing and parking the vehicle.

(d) The motor carrier shall provide a road test form on which the person who gives the test shall rate the performance of the person who takes it at each operation or activity which is a part of the test. After he completes the form, the person who gave the test shall sign it.

(e) If the road test is successfully completed, the person who gave it shall complete a certificate of driver's road test in substantially the form prescribed in paragraph (f) of this section.

(f) The form for the certificate of driver's road test is substantially as follows:

Certificate of Road Test

Driver's name .....

Social Security No. .....

Operator's or Chauffeur's License No. .....

State .....

Type of power unit ..... Type of trailer(s) .....

If passenger carrier, type of bus .....

This is to certify that the above-named driver was given a road test under my supervision on ..... 19.... consisting of approximately ..... miles of driving.

It is my considered opinion that this driver possesses sufficient driving skill to operate safely the type of commercial motor vehicle listed above.

....

(Signature of examiner) (Title)

.....

(Organization and address of examiner)

(g) A copy of the certificate required by paragraph (e) of this section shall be given to the person who was examined. The motor carrier shall retain in the driver qualification file of the person who was examined—

(1) The original of the signed road test form required by paragraph (d) of this section; and

(2) The original, or a copy of, the certificate required by paragraph (e) of this section.

§ 391.33 **Equivalent of road test.**

(a) In place of, and as equivalent to, the road test required by § 391.31, a person who seeks to drive a motor vehicle may present, and a motor carrier may accept—

(1) A valid operator's license which has been issued to him by a State that licenses drivers to operate specific categories of motor vehicles and which, under the laws of that State, licenses him after successful completion of a road test in a motor vehicle of the type the motor carrier intends to assign to him; or

(2) A copy of a valid certificate of driver's road test issued to him pursuant to § 391.31 within the preceding 3 years.

(b) If a driver presents, and a motor carrier accepts, a license or certificate as equivalent to the road test, the motor carrier shall retain a legible copy of the license or certificate in its files as part of the driver's qualification file.

(c) A motor carrier may require any person who presents a license or certificate as equivalent to the road test to take a road test or any other test of his driving skill as a condition to his employment as a driver.

§ 391.35 **Written examination.**

(a) Except as provided in §§ 391.37 and 391.61, a person shall not drive a motor vehicle unless he has first taken a written examination and has been issued a certificate of written examination in accordance with this section.

(b) The objective of the written examination is to instruct prospective drivers in the rules and regulations established by the Federal Highway Administration pertaining to commercial vehicle safety. It is an instructional tool only, and a person's qualifications to drive a motor vehicle under the rules in this part are not affected by his performance on the examination. Motor carriers subject to title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e-1-2000e-15), Executive Order 11246, or both, are cautioned that neither the written examination requirements in this section nor any other rule in this part authorizes a motor carrier to violate the provisions of the Act, the Executive Order, or regulations issued under them with respect to equal opportunity in employment.

(c) The written examination shall be given by the motor carrier or a person designated by it, on a form prescribed by the motor carrier.

(d) Prior to, and during, the examination, the person who takes it shall be permitted to examine and consult a copy of the Motor Carrier Safety Regulations (Subchapter B of this title) in addition to any other material explaining the provisions of those regulations that the motor carrier may provide. There is no time limit for completing the examination, and persons taking it shall be so advised in advance.

(e) The examination shall consist of at least 30 questions, covering the examinee's knowledge of the Motor Carrier Safety Regulations and, in the case of a person who may drive a vehicle transporting hazardous materials, the Hazardous Materials

Regulations. The questions shall be taken from the list of questions published by the Bureau of Motor Carrier Safety in Appendix C to this supchapter.[1]

(f) After the examinee completes the examination, the person who administered it shall advise him of the correct answers to any questions he failed to answer correctly. The motor carrier may also provide the examinee with such additional instruction in the pertinent regulations as appears to be warranted on the basis of his performance on the examination.

(g) The motor carrier, or the person who administered the examination on the motor carrier's behalf, shall provide every person who completes the examination with a certificate in substantially the following form.

Certificate of Written Examination

This is to certify that the person whose signature appears below has completed the written examination under my supervision in accordance with the provisions of § 391.35 of the Motor Carrier Safety Regulations.

.....

(Signature of person taking examination)

.....

(Date of examination)

.....

(Location of examination)

.....

(Signature of examiner)

[1] Copies of the list of questions (and answers to the questions) may be obtained by writing to the Director, Bureau of Motor Carrier Safety, Washington, D.C. 20591, or to any Regional Federal Highway Administrator at the address given in § 390.40 of this subchapter.

.....

(Title)

.....

(Organization and address of examiner)

(h) A copy of the certificate required by paragraph (d) of this section shall be given to the person who was examined. The motor carrier shall retain, in the driver qualification file of the person who was examined—

(1) The original, or a copy of, the certificate required by paragraph (g) of this section;

(2) The questions asked on the examination; and

(3) The person's answers to those questions.

§ 391.37 **Equivalent of written examination.**

(a) In place of, and as equivalent to, the written examination required by § 391.35, a person who seeks to drive a motor vehicle may present, and a motor carrier may accept, a valid certificate of written examination issued pursuant to paragraph (d) of that section within the preceding 3 years.

(b) If a motor carrier accepts a certificate as equivalent to the written examination, it shall retain a legible copy of the certificate in its files as part of the driver's qualification file.

(c) A motor carrier may require any person who presents a certificate as equivalent to the written examination to take the written examination prescribed in § 391.35 or participate in any other instructional process designed to acquaint him with the provisions of Parts 390-397 of this subchapter.

Subpart E—Physical Qualifications and Examinations

§ 391.41 Physical qualifications for drivers.

(a) A person shall not drive a motor vehicle unless he is physically qualified to do so and has on his person the original, or a photographic copy, of a medical examiner's certificate that he is physically qualified to drive a motor vehicle.

(b) A person is physically qualified to drive a motor vehicle if he——

(1) Has no loss of a foot, a leg, a hand, or an arm, or has been granted a waiver pursuant to § 391.49;

(2) Has no impairment of the use of a foot, a leg, a hand, fingers, or an arm, and no other structural defect or limitation, which is likely to interfere with his ability to control and safely drive a motor vehicle or has been granted a waiver pursuant to § 391.49 upon a determination that the impairment will not interfere with his ability to control and safely drive a motor vehicle;

(3) Has no established medical history or clinical diagnosis of diabetes mellitus currently requiring insulin for control;

(4) Has no current clinical diagnosis of myocardial infarction, angina pectoris, coronary insufficiency, thrombosis, or any other cardiovascular disease of a variety known to be accompanied by syncope, dyspnea, collapse, or congestive cardiac failure;

(5) Has no established medical history or clinical diagnosis of a respiratory dysfunction likely to interfere with his ability to control and drive a motor vehicle safely;

(6) Has no current clinical diagnosis of high blood pressure likely to interfere with his ability to operate a motor vehicle safely;

(7) Has no established medical history or clinical diagnosis of rheumatic, arthritic, orthopedic, muscular, neuromuscular, or vascular disease which interferes with his ability to control and operate a motor vehicle safely;

(8) Has no established medical history or clinical diagnosis of epilepsy or any other condition which is likely to cause loss of consciousness or any loss of ability to control a motor vehicle;

(9) Has no mental, nervous, organic, or functional disease or psychiatric disorder likely to interfere with his ability to drive a motor vehicle safely;

(10) Has distant visual acuity of at least 20/40 (Snellen) in each eye without corrective lenses or visual acuity separately corrected to 20/40 (Snellen) or better with corrective lenses, distant binocular acquity of at least 20/40 (Snellen) in both eyes with or without corrective lenses, field of vision of at least 70° in the horizontal meridian in each eye, and the ability to recognize the colors of traffic signals and devices showing standard red, green, and amber;

(11) First perceives a forced whispered voice at not less than 5 feet in the better ear without use of a hearing aid, or, if tested by use of an audiometric device, does not have a loss greater than 25-30 decibels at 500. Hz, 1,000 Hz, and 2,000 Hz in the better ear without a hearing aid;

(12) Does not use an amphetamine, narcotic, or any habit-forming drug; and

(13) Has no current clinical diagnosis of alcoholism.

§ 391.43 **Medical examination; certificate of physical examination.**

(a) Except as provided in paragraph (b) of this section, the medical examination shall be performed by a licensed doctor of medicine or osteopathy.

(b) A licensed optometrist may perform so much of the medical examination as pertains to visual acuity, field of vision, and the ability to recognize colors as specified in subparagraph (10) of § 391.41 (b).

(c) The medical examination shall be performed, and its results shall be recorded, substantially in accordance with the following instructions and examination form:

Instructions for Performing and Recording
Physical Examinations

The examining physician should review these instructions before performing the physical examination. Answer each question yes or no where appropriate.

The examining physician should be aware of the rigorous physical demands and mental and emotional responsibilities placed on the driver of a commercial motor vehicle. In the interest of public safety the examining physician is required to certify that the driver does not have any physical, mental, or organic defect of such a nature as to affect the driver's ability to operate safely a commercial motor vehicle.

General information. The purpose of this history and physical examination is to detect the presence of physical, mental, or organic defects of such a character and extent as to affect the applicant's ability to operate a motor vehicle safely. The examination should be made carefully and at least as complete as indicated by the attached form. History of certain defects may

be cause for rejection or indicate the need for making certain laboratory tests or a further, and more stringent, examination. Defects may be recorded which do not, because of their character or degree, indicate that certification of physical fitness should be denied. However, these defects should be discussed with the applicant and he should be advised to take the necessary steps to insure correction, particularly of those which, if neglected, might lead to a condition likely to affect his ability to drive safely.

General appearance and development. Note marked overweight. Note any posture defect, perceptible limp, tremor, or other defects that might be caused by alcoholism, thyroid intoxication, or other illness. The Motor Carrier Safety Regulations provide that no driver shall use a narcotic or other habit-forming drug.

Head—eyes. When other than the Snellen Chart is used, the results of such test must be expressed in values comparable to the standard Snellen test. If the applicant wears corrective lenses, these should be worn while applicant's visual acuity is being tested. If appropriate, indicate on the Medical Examiner's Certificate by checking the box, "Qualified only when wearing corrective lenses." In recording distance vision use 20 feet as normal. Report all vision as a fraction with 20 as numerator and the smallest type read at 20 feet as denominator. Note ptosis, discharge, visual fields, ocular muscle imbalance, color blindness, corneal scar, exophthalmos, or stabismus, uncorrected by corrective lenses. Monocular or aphacic drivers are not qualified to operate commercial motor vehicles under existing Motor Carrier Safety Regulations. If the driver habitually wears contact lenses, or intends to do so while driving, there should be sufficient evidence to indicate that he has good tolerance and is well adapted to their use. The use of contact lenses should be noted on the record.

Ears. Note evidence of mastoid or middle ear disease, discharge, symptoms of aural vertigo, or Meniere's Syndrome. When recording hearing, record distance from patient at which a forced whispered voice can first be heard. If audiometer is used to test hearing, record decible loss at 500 Hz, 1,000 Hz, and 2,000 Hz.

Throat. Note evidence of disease, irremediable deformities of the throat likely to interefere with eating or breathing, or any laryngeal condition which could interfere with the safe operation of a motor vehicle.

Thorax-heart. Stethoscopic examination is required. Note murmurs and arrhythmias, and any past or present history of cardiovascular disease, of a variety known to be accompanied by syncope, dyspnea, collapse, enlarged heart, or congestive heart failures. Electrocardiogram is required when findings so indicate:

Blood pressure. Record with either spring or mercury column type of sphygomomanometer. If the blood pressure is consistently above 160/90 mm. Hg., further tests may be necessary to determine whether the driver is qualified to operate a motor vehicle.

Lungs. If any lung disease is detected, state whether active or arrested. If arrested, your opinion as to how long it has been quiescent.

Gastrointestinal system. Note any diseases of the gastrointestinal system.

Abdomen. Note wounds, injuries, scars, or weakness of muscles of abdominal walls sufficient to interefere with normal function. Any hernia should be noted if present, State how long and if adequately contained by truss.

Abnormal masses. If present, note location, if tender, and whether or not applicant knows how long they have been present. If the diagnosis suggests that the condition might interfere with the control and safe operation of a motor vehicle, more stringent tests must be made before the applicant can be certified.

Tenderness. When noted, state where most pronounced, and suspected cause. If the diagnosis suggests that the condition might interfere with the control and safe operation of a motor vehicle, more stringent tests must be made before the applicant can be certified.

Genito-urinary. Urinalysis is required. Acute infections of the genito-urinary tract, as defined by local and State public health laws, indications from urinalysis of uncontrolled, diabetes, symptomaticalbumin-urea in the urine, or other findings indicative of health conditions likely to interfere with the control and safe operation of a motor vehicle, will disqualify an applicant from operating a motor vehicle.

Neurological. If positive Rhomberg is reported, indicate degrees of impairment. Pupillary reflexes should be reported for both light and accommodation. Knee jerks are to be reported absent only when not obtainable upon reinforcement and as increased when foot is actually lifted from the floor following a light blow on the patella, sensory ribratory and positional abnormalities should be noted.

Extremities. Carefully examine upper and lower extremities. Record the loss or impairment of a leg, foot, toe, arm, hand, or fingers. Note any and all deformities, the presence of atrophy, semiparalysis or paralysis, or varicose veins. If a hand or finger deformity exists, determine whether sufficient grasp is present to enable the driver to secure and maintain a grip on the steering wheel. If a leg deformity exists, determine whether sufficient mobility and strength exist to enable the driver to operate pedals properly. Particular attention should be given to

and a record should be made of, any impairment or structural defect which may interfere with the driver's ability to operate a motor vehicle safely.

Spine. Note deformities, limitation of motion, or any history of pain, injuries, or disease, past or presently experienced in the cervical or lumbar spine region. If findings so dictate, radiologic and other examinations should be used to diagnose congenital or acquired defects; or spondylolisthesis and scoliosis.

Recto-genital studies. Diseases or conditions causing discomfort should be evaluated carefully to determine the extent to which the condition might be handicapping while lifting, pulling, or during periods of prolonged driving that might be necessary as part of the driver's duties.

Laboratory and other special findings. Urinalysis is required, as well as such other tests as the medical history or findings upon physical examination may indicate are necessary. A serological test is required if the applicant has a history of luetic infection or present physical findings indicate the possibility of latent syhilis. Other studies deemed advisable may be ordered by the examining physician.

Diabetes. If insulin is necessary to control a diabetic condition, the driver is not qualified to operate a motor vehicle. If mild diabetes is noted at the time of examination and it is stabilized by use of a hypoglycemic drug and a diet that can be obtained while the driver is on duty, it should not be considered disqualifying. However, the driver must remain under adequate medical supervision.

The physician must date and sign his findings upon completion of the examination.

Examination to Determine Physical Condition of Drivers

Driver's name ..... ☐ New Certification

Adddress ..... ☐ Recertification

Social Security No. .....

Date of birth ..... Age ....

Health History

Yes	No	
☐	☐	Head or spinal injuries.
☐	☐	Seizures, fits, convulsions or fainting.
☐	☐	Extensive confinement by illness or injury.
☐	☐	Cardiovascular disease.
☐	☐	Tuberculosis.
☐	☐	Syphilis.
☐	☐	Gonorrhea.
☐	☐	Diabetes.
☐	☐	Gastrointestinal ulcer.
☐	☐	Nervous stomach.
☐	☐	Rheumatic fever.
☐	☐	Asthma.
☐	☐	Kidney disease.
☐	☐	Muscular disease.
☐	☐	Suffering from any other disease.
☐	☐	Permanent defect from illness, disease or injury.
☐	☐	Psychiatric disorder.
☐	☐	Any other nervous disorder.

If answer to any of the above is yes, explain: .....
.....
.....
.....

Physical Examination

General appearance and development:
Good ..... Fair ..... Poor .....

Vision: For distance:
Right 20/..... Left 20/.....
☐ Without corrective lenses.
☐ With corrective lenses if worn.
Evidence of disease or injury:
Right ..... Left .....
Color Test .....
Horizontal field of vision:
Right .....° Left .....°

Hearing:
Right ear ..... Left ear .....
Disease or injury .....

Audiometer Test (complete only if audiometer is used to test hearing) decibel loss at 500 Hz ....., at 1,000 Hz ....., at 2,000 Hz .....

Throat .....

Thorax:
Heart .....
If organic disease is present, is it fully compensated? .....
Blood pressure:
Systolic ..... Diastolic .....
Pulse: Before exercise .....

Immediately after exercise .....
Lungs .....

Abdomen:
Scars ..... Abnormal masses ..... Tenderness .....
Hernia: Yes ..... No .....
If so, where? .....
Is truss worn? .....

Gastrointestinal:
Ulceration or other disease:
Yes ..... No .....

Genito-Urinary:
Scars .....
Urethral discharge .....

Reflexes:
Rhomberg .....
Pupillary ..... Light R ..... L .....
Accommodation Right ..... Left .....
Knee Jerks:
Right:
Normal ..... Increased ..... Absent .....
Left:
Normal ..... Increased ..... Absent .....
Remarks .....

Extremities:
Upper .....
Lower .....
Spine .....

Laboratory and other Special Findings:
Urine: Spec. Gr. ..... Alb. ..... Sugar .....

Other laboratory data (Serology, etc.) .....

.....

Radiological data .....

Electrocardiograph .....

General comments .....

.....

(Date of examination)

.....

(Address of examining doctor)

.....

(Name of examining doctor)
(Print)

.....

(Signature of examining doctor)

Note: This section to be completed only when visual test is conducted by a licensed optometrist.

.....

(Date of examination)

.....

(Address of optometrist)

.....

(Name of optometrist)
(Print)

.....

(Signature of optometrist)

(d) If the medical examiner finds that the person he examined is physically qualified to drive a motor vehicle in accordance with § 391.41(b), he shall complete a certificate in the form prescribed in paragraph (e) of this section and furnish one copy

to the person who was examined and one copy to the motor carrier that employs him.

(e) The medical examiners certificate shall be in accordance with the following form:

MEDICAL EXAMINER'S CERTIFICATE

I certify that I have examined .....
(Driver's name (Print))

in accordance with the Motor Carrier Safety Regulations (49 CFR 391.41—391.49) and with knowledge of his duties, I find him qualified under the regulations.

☐ Qualified only when wearing corrective lenses.

A completed examination form for this person is on file in my office at .....
Address

....
(Date of Examination) (Name of examining doctor (Print))

.....
(Signature of examining doctor)

.....
(Signature of driver)

.....
(Address of driver)

§ 391.45 **Persons who must be medically examined and certified.**

The following persons must be medically examined and certified in accordance with § 301.43 as physically qualified to drive a motor vehicle:

(a) Any person who has not been medically examined and certified as physically qualified to drive a motor vehicle;

(b) Any driver who has not been medically examined and certified as qualified to drive a motor vehicle during the preceding 24 months; and

(c) Any driver whose ability to perform his normal duties has been impaired by a physical or mental injury or disease.

§ 391.47 **Conflict of medical evaluations.**

(a) If, having performed medical examinations of a person pursuant to § 391.43, two or more medical examiners disagree as to whether that person is physically qualified to drive a motor vehicle, the Director, on application of that person or a motor carrier, may determine whether that person is physically qualified to drive a motor vehicle.

(b) An application under this section must be accompanied by the physical examination reports of the disagreeing medical examiners. The application must demonstrate to the Director's satisfaction that before he found the person physically qualified to drive, an examiner who did so was fully aware of the person's complete medical history and of the nature of the work the person would perform if he were found physically and otherwise qualified to drive a motor vehicle. As a minimum, the examiner must have been informed of the type, size, and weight of the vehicles the person would drive, the distances he would traverse, the number of hours he would spend in an on-duty status, and the related duties (such as loading, unloading, climbing onto and descending from vehicles, and making repairs en route (if he would be required to do so)) that the person would perform.

(c) If the Director determines that the person is physically qualified to drive a motor vehicle, a motor carrier may accept the medical examiner's certificate issued to that person pursuant to §391.43.

§ 391.49 **Waiver of certain physical defects.**

(a) A person who is not physically qualified to drive under § 391.41(b) (1) or (2) and who is otherwise qualified to drive a motor vehicle, may drive a motor vehicle, other than a motor vehicle which transports passengers or a motor vehicle which must be placarded or marked in accordance with § 177.823 of this Title 49 (relating to placards or markings upon vehicles which transport hazardous materials), if the Director has granted an application for a waiver with respect to that person.

(b) An application for a waiver must be submitted jointly by the person who seeks a waiver of his physical disqualification (the individual applicant) and by the motor carrier that will employ him if the application is granted. The application must be addressed to the Director, Bureau of Motor Carrier Safety, Washington, D.C. 20591.

(c) An application for a waiver must contain—

(1) A description of the type, size, and special equipment (if any) of the vehicles the individual applicant intends to drive, the general area and type of roads he intends to traverse while driving, the distances he intends to drive, the periods of time he will be on duty while driving, the nature of the commodities or cargo he intends to transport, the methods he or any other person will use to load and secure those commodities or cargo, and the nature and extent of his experience at operating motor vehicles of the type he intends to drive;

(2) An agreement by both applicants that the motor carrier will promptly file with the Director such reports as he may re-

quire, including reports about the driving activities, accidents, arrests, license suspensions, revocations, or withdrawals, and convictions which involve the individual applicant; and

(3) An agreement that, if a waiver is granted, it authorizes the individual applicant to drive in interstate commerce only when employed by the motor carrier that joined in his application.

(d) An application for a waiver must be accompanied with—

(1) At least two reports of medical examinations made pursuant to § 391.43, at least one of which was conducted by a medical examiner selected and compensated by the motor carrier, each of which includes the medical examiner's opinion concerning the individual applicant's ability to operate safely a motor vehicle of the type he intends to drive;

(2) A copy of the certificate of driver's road test that was issued to the individual applicant pursuant to § 391.31;

(3) A copy of the certificate of written examination that was issued to the individual applicant pursuant to § 391.35; and

(4) A copy of the individual applicant's application for employment made pursuant to § 391.21.

(e) An application for a waiver shall be signed by both the individual applicant and the motor carrier. If the motor carrier is a corporation, the application shall be signed by an officer of the corporation. If the motor carrier is a partnership, the application shall be signed by a partner. If the motor carrier is an individual proprietorship, the application shall be signed by the proprietor.

(f) The Director may deny the application or he may grant it in whole or in part and issue a waiver subject to such terms, conditions, and limitations as he deems consistent with safety and the public interest. A waiver is valid for a period not exceeding 2 years, and it may be renewed upon submission of a new application pursuant to this section.

(g) If the Director grants a waiver, he will notify each applicant by a letter, which sets forth the terms, conditions, and limitations of the waiver. The motor carrier shall retain the letter (or a legible copy of it) in its files as long as the individual applicant is employed by that motor carrier and for 3 years thereafter. The individual applicant shall have the letter (or a legible copy of it) in his possession whenever he drives a motor vehicle or is otherwise on duty.

(h) The Director may suspend a waiver at any time. The Director may revoke a waiver after the person to whom it was issued are given notice of the proposed revocation and a reasonable opportunity to be heard.

SUBPART F—FILES AND RECORDS

§ 391.51 Driver qualification files.

(a) Each motor carrier shall maintain a driver qualification file for each driver it employs. A driver's qualification file may be combined with his personnel file.

(b) The qualification file for a driver who has been a regularly employed driver of the motor carrier for a continuous period which began before January 1, 1971, must include—

(1) The medical examiner's certificate of his physical qualification to drive a motor vehicle or a legible photographic copy of the certificate;

(2) The Director's letter granting a waiver of a physical disqualification, if a waiver was issued under § 391.49;

(3) The note relating to the annual review of his driving record required by § 391.25.

(4) The list or certificate relating to violations of motor vehicle laws and ordinances required by 391.27; and

(5) Any other matter which relates to the driver's qualifications or ability to drive a motor vehicle safely.

(c) The qualification file for a regularly employed driver who has not been regularly employed by the motor carrier for a continuous period which began before January 1, 1971, must include—

(1) The documents specified in paragraph (b) of this section;

(2) The driver's application for employment completed in accordance with § 391.21;

(3) The responses of State agencies and past employers to the motor carrier's inquiries concerning the driver's driving record and employment pursuant to § 391.23.

(4) The certificate of driver's road test issued to the driver pursuant to § 391.31 (e), or a copy of the license or certificate which the motor carrier accepted as equivalent to the driver's road test pursuant to § 391.33; and

(5) The questions asked, the answers the driver gave, and the certificate of written examination issued to him pursuant to § 391.35, or a copy of a certificate which the motor carrier accepted as equivalent to a written examination pursuant to § 391.37.

(d) The qualification file for an intermittent, casual, or occasional driver employed under the rules in § 391.63 must include—

(1) The medical examiner's certificate of his physical qualification to drive a motor vehicle or a legible photographic copy of the certificate;

(2) The certificate of driver's road test issued to the driver pursuant to § 391.31(e), or a copy of the license or certificate which the motor carrier accepted as equivalent to the driver's road test pursuant to § 391.31;

(3) The questions asked, the answers the driver gave, and the certificate of written examination issued to him pursuant to § 391.35, or a copy of a certificate which the motor carrier accepted as equivalent to a written examination pursuant to § 391.37; and

(4) The driver's name, his social security number, and the identification number, type, and issuing State of his motor vehicle operator's license.

(e) The qualification file for a driver furnished by another motor carrier and employed under the rules in § 391.65 must include—

(1) The medical examiner's certificate of his physical qualication to drive a motor vehicle or a legible photographic copy of the certificate; and

(2) A copy of a certificate from the motor carrier that regularly employs the driver stating that the driver is fully qualified to drive a motor vehicle under the rules in this part.

(f) Except as provided in paragraph (g) of this section, each driver's qualification file shall be kept at the motor carrier's principal place of business for as long as a driver is employed by that motor carrier and for 3 years thereafter.

(g) Upon a request in writing to, and, with the approval of, the Director, a motor carrier may keep one or more of its drivers' qualification file or parts of files at a regional or terminal office that the Director approves.

SUBPART G—EXEMPTIONS

§ 391.61 **Drivers who were regularly employed before January 1, 1971.**

The provisions of § 391.21 (relating to applications for employment), § 391.23 (relating to investigations and inquiries), § 391.31 (relating to road tests), and § 391.35 (relating to written examinations) do not apply to a driver who has been a regularly employed driver (as defined in § 395.2(f) of this subchapter) of a motor carrier for a continuous period which began before January 1, 1971, as long as he continues to be a regularly employed driver of that motor carrier. Such a driver is qualified to drive a motor vehicle if he fulfills the requirements of subparagraphs (1) through (9) of § 391.11(b) (relating to qualifications of drivers).

§ 391.63 **Intermittent, casual, or occasional drivers.**

(a) If a motor carrier employs a person who is not a regularly employed driver (as defined in § 395.2(f) of this subchapter) to drive a motor vehicle for a single trip or on an intermittent, casual, or occasional basis, the motor carrier shall comply with all requirements of this part, except that the motor carrier need not—

(1) Require the person to furnish an application for employment in accordance with § 391.21;

(2) Make the investigations and inquiries specified in § 391.23 with respect to that person,

(3) Perform the annual review of the person's driving record required by § 391.25; or

(4) Require the person to furnish a record of violations or a certificate in accordance with § 391.27.

(b) Before a motor carrier permits a person described in paragraph (a) of this section to drive a motor vehicle, the motor carrier must obtain his name, his social security number, and the identification number, type and issuing State of his motor vehicle operator's license. The motor carrier must retain that information in its files for 3 years after the person's employment by the motor carrier ceases.

§ 391.65 **Drivers furnished by other motor carriers.**

(a) A motor carrier may employ a driver who is not a regularly employed driver of that motor carrier without complying with the rules in this part with respect to the driver if—

(1) The driver is a regularly employed driver of another motor carrier;

(2) The motor carrier that regularly employs the driver furnishes a certificate that the driver is fully qualified to drive a motor vehicle under the rules in this part; and

(3) The motor carrier that uses the driver has in its files a copy of the driver's medical examiner's certificate.

(b) A motor carrier that obtains a certificate in accordance with paragraph (a)(2) of this section shall retain that certificate and the copy of the driver's medical examiner's certificate in its files for 3 years.

8

AMENDMENTS

Part 391—Qualifications of Drivers
Drivers of Light-Weight Farm Vehicles

The American Farm Bureau Federation, the National Council of Farmer Cooperatives, and certain other individuals and groups

representing farmers have filed petitions, asking the Director of the Bureau of Motor Carrier Safety to suspend the application of the provisions of Part 391 of the Motor Carrier Safety Regulations insofar as those provisions apply to drivers of motor vehicles operated on behalf of farmers. Upon consideration of those petitions, the Director has concluded that, while some relief is warranted, it would not be in the interest of safety to provide an indefinite suspension of the rules or to exempt drivers of the larger, and inherently more dangerous, motor vehicles. Therefore, he is granting a 6-month suspension of certain of the driver qualification rules applicable solely to drivers of light-weight vehicles used to transport farm produce from a farm or supplies to a farm. The temporary exemption is limited to rules which would otherwise first apply to farm vehicle drivers on January 1, 1971. However, no exemption is being granted with respect to any requirement that applied to farm vehicle drivers prior to that date, since there appears to be no hardship resulting from continuing the effectiveness of those provisions.

Since this amendment relieves a restriction and imposes no additional burden upon any person, notice and public procedure are unnecessary, and it is effective on January 1, 1971.

(Sec. 204, Interstate Commerce Act, 49 U.S.C. 304, sec. 6, Department of Transportation Act, 49 U.S.C. 1655; delegations of authority at 49 CFR 1.48 and 49 CFR 389.4)

Issued on December 31, 1970.

Robert A. Kaye,
Director,
Bureau of Motor Carrier Safety.

I. The introductory clause of § 391.11 (b) is amended to read as follows:

§ 391.11 Qualifications of drivers.

* * * * * * *

(b) Except as provided in §§ 391.61 and 391.67, a person is qualified to drive a motor vehicle if he——

* * * * * * *

II. Paragraph (a) of § 391.31 is amended to read as follows:

§ 391.31 Road test.

(a) Except as provided in §§ 391.33, 391.61, and 391.67, a person shall not drive a motor vehicle unless he has first successfully completed a road test and has been issued a certificate of driver's road test in accordance with this section.

* * * * * * *

III. Paragraph (a) of § 391.35 is amended to read as follows:

§ 391.35 Written examination.

(a) Except as provided in §§ 391.37, 391.61, and 391.67, a person shall not drive a motor vehicle unless he has first taken a written examination and has been issued a certificate of written examination in accordance with this section.

* * * * * * *

IV. Paragraph (a) of § 391.41 is amended to read as follows:

§ 391.41 Physical qualifications for drivers.

(a) A person shall not drive a motor vehicle unless he is physically qualified to do so and, except as provided in § 391.-67, has on his person the original, or a photographic copy, of

a medical examiner's certificate that he is physically qualified to drive a motor vehicle.

* * * * * * *

V. The introductory clause of § 391.45 is amended to read as follows:

§ 391.45 Persons who must be medically examined and certified.

Except as provided in § 391.67, the following persons must be medically examined and certified in accordance with § 391.-43 as physically qualified to drive a motor vehicle:

VI. Subpart G is amended by adding a new § 391.67 at the end of the subpart, reading as follows:

§ 391.67 Farm vehicle drivers.

(a) Before July 1, 1971, the following rules do not apply to a farm vehicle driver as defined in paragraph (b) of this section.

(1) Section 391.11(b)(1) (relating to minimum age of drivers).

(2) Subpart C (relating to disclosure of, investigation into, and inquires about, the background character, and driving record of drivers).

3) Section 391.31 (relating to road tests).

(4) Section 391.35 (relating to written examinations).

(5) So much of § 391.45(a) as requires a driver to have a medical examiner's certificate, or a copy of the certificate, on his person.

(6) Section 391.45 (relating to medical examinations).

(b) A "farm vehicle driver" is a person who is at least 18 years old and who is driving a vehicle that——

(1) Is controlled and operated by a farmer;

(2) Is being used to transport the produce of that farmer's farm from the farm or is being used to transport supplies to that farmer's farm for use at the farm;

(3) Has a gross weight, including its load, of 10,000 pounds or less; and

(4) Is not being used in the operations of a for-hire carrier.

VII. The table of contents is amended by adding the following at the end of the table:

Sec.

391.67 Farm vehicle drivers.

[F.R. Doc. 71-179; Filed, Jan. 6, 1971; 8:46 a.m.]

9

Miscellaneous Amendments

The purpose of this issuance is to make nonsubstantive editorial and conforming amendments to rules in Parts 391 and 392 of, and in Appendix C to, the Motor Carrier Safety Regulations. These rules were issued in a single proceeding arising out of Docket No. MC-7 (35 F.R. 6458). The Director is making the changes to eliminate instances of inconsistent language in provisions dealing with the same subject matter, and to correct misspellings and a misprint.

Since these amendments do not affect the substance of the rules, notice and public procedure thereon are unnecessary, and they are effective on the date of issue set forth below.

In consideration of the foregoing, Subchapter B in Chapter III of Title 49, CFR is amended as set forth below.

(Sec. 204, Interstate Commerce Act, as amended, 49 U.S.C. 304, sec. 6, Department of Transportation Act, 49 U.S.C. 1655; and the delegations of authority at 49 CFR §§ 1.48 and 389.4)

Issued on April 29, 1971.

Kenneth L. Pierson,
Acting Director,
Bureau of Motor Carrier Safety.

§ 391.43 [Amended]

I. The instructions for performing and recording physical examinations following § 391.43(c) of Part 391 are amended as follows:

A. In the fifth paragraph beginning Head-eyes, the word "spectacles" is amended to read "lenses" and the reference to aphacic drivers is delated. As so amended, the paragraph reads as follows:

Head-eyes. When other than the Snellen chart is used, the results of such test must be expressed in values comparable to the standard Snellen test. If the applicant wears corrective lenses, these should be worn while applicant's visual acuity is being tested. If appropriate, indicate on the Medical Examiner's Certificate by checking the box, "Qualified only when wearing corrective lenses." In recording distance vision use 20 feet as normal. Report all vision as a fraction with 20 as numerator and the smallest type read at 20 feet as denominator. Note ptosis, discharge, visual fields, ocular muscle imbalance, color blindness, corneal scar, exophtalmos, or strabismus, uncorrected by corrective lenses. Monocular drivers are not qualified to operate commercial motor vehicles under existing Motor Carrier Safety Regu-

lations. If the driver habitually wears contact lenses, or intends to do so while driving there should be sufficient evidence to indicate that he has good tolerance and is well adapted to their use. The use of contact lenses should be noted on the record.

B. In the 16th paragraph beginning Neurological, the word "Rhomberg" is amended to read "Romberg."

C. In the form for recording the physical examination, under the heading "Reflexes," the word "Rhomberg" is amended to read "Romberg."

II. § 391.65(b) of Part 391 is amended to read as follows:

§ 391.65 . Drivers furnished by other motor carriers.

* * * * * * *

(b) A motor carrier that obtains a certificate in accordance with paragraph (a)(2) of this section shall retain a copy of that certificate and a copy of the driver's medical examination certificate in its files for 3 years.

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Appendix C—Questions for Written Examination

As required in § 391.35, the written examination shall consist of at least 30 questions, and they shall be chosen in such manner as to test the examinee's knowledge of Parts 390-397 of the Motor Carrier Safety Regulations.

Questions shall be taken from those formulated below and reproduced in such form and manner as to be answered, True or False. Each question is preceded by the application section of the Motor Carrier Safety Regulations and the correct answer in parentheses.

Sections	Questions
391.1(b)..... (True)	A motor carrier may require drivers to meet additional or more stringent requirements than those in the Federal regulations.
391.1(c)..... (True)	A motor carrier who employs himself as a driver must comply with both the rules in this part that apply to motor carriers and the rules in this part that apply to drivers.
391.11(b)(1)... (True)	A driver engaged in over-the-road interstate transportation must be at least 21 years of age.
391.11(b)(2)... (True)	A driver must be able to understand highway traffic signs in the English language.
391.15(b)(2)... (False)	Under the Motor Carrier Safety Regulations, a driver's traffic record does not affect his qualification to drive in interstate commerce.
391.15(b)(2)... (False)	A driver may drive a commercial vehicle in interstate commerce if his State operator's license has been suspended.
391.41(a)..... (True)	A driver required to have a physical examination must carry on his person the Medical Examiner's Certificate or a photographically reproduced copy of the certificate whenever he is on duty.
391.41(b)(3)... (True)	A person who has diabetes and must take insulin for its control is not qualified to drive a commercial vehicle.
391.41(b)(10).. (False)	A driver who is color blind as to red, green, and amber is qualified to drive.

391.41(b)(10).. (True)	A driver is qualified even though he must wear spectacles to meet minimum vision requirements.
391.41(b)(11).. (False)	A driver is qualified even though he needs to use a hearing aid to meet the minimum hearing level.
391.41(12).... (True)	A driver may not be addicted to or use narcotics or habit-forming drugs.
391.45(b)..... (True)	A driver must be physically examined at least every 24 months.
391.45(c)..... (True)	If a driver suffers a physical or mental injury or impairment which could affect his ability to perform normal duties, he must undergo a new physical examination and recertification before returning to driving.
392.1..... (True)	A driver must be familiar with the rules set forth in the Motor Carrier Safety Regulations.
392.2..... (False)	A driver may exceed the posted speed limit if he is late and must make a scheduled arrival.
392.2..... (False)	A driver operating in interstate commerce is required to comply with only Federal regulations, not State laws.
392.3..... (False)	A driver may continue to drive if he is ill or fatigued in order to complete his run.
392.5(a)(2)... (False)	A driver may drink an alcoholic beverage while on duty.
392.9..... (True)	No motor vehicle shall be driven unless the driver assures himself that the emergency

equipment (fire extinguishers, flares, flags, etc.) is in place and ready for use.

392.9(a)..... (True) A driver may not drive if the load or other objects obscure his view or interfere with his driving.

392.9(c)..... (True) If the emergency equipment or exit from the cab is blocked by a person, cargo, or other objects, the driver may not operate the unit.

392.9(e)..... (False) A driver of a bus transporting passengers need not be concerned with the loading of baggage, miscellaneous express or freight aboard the vehicle.

392.10..... (False) All commercial motor vehicles must stop at railroad crossings.

392.11..... (True) The driver of a vehicle approaching a railroad crossing who is not required to stop, should slow down so that he can stop in the event of danger before he reaches the rails and should proceed only if it is safe to cross.

392.15(e)..... (True) Drivers shall not use turn signals as "do pass," or "okay to pass" for vehicles approaching from the rear.

392.21..... (False) There are no regulations for parking of trucks in the Motor Carriers Safety Regulations.

392.22(c)(1)(2). (True) If your vehicle becomes disabled, an emergency signal must be placed at a minimum of 100 feet to the front, another 10 feet from the rear, and a third 100 feet to the rear of the disabled vehicle on a straight and level road.

392.25..... (False) Flame-producing emergency signals may be carried on motor vehicles transporting explosives.

392.33..... (True) A motor vehicle may not be driven if any of the required lights or reflectors are obscured by dirt or part of the load.

392.40(e)..... (True) A driver must report all details of an accident in which he is involved, to the motor carrier employing him, regardless of the amount of property damage.

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Appendix C—Questions for Written Examination —Continued

Sections	Questions
392.41..... (True)	After his vehicle strikes a parked vehicle, a driver must stop immediately and attempt to locate the owner of the parked vehicle.
392.41..... (False)	If, after striking a parked vehicle, the driver has been unable to find the owner or operator, he can leave the scene without taking any further action.
392.42..... (True)	If a driver receives a notice that his license, permit or privilege to operate a motor vehicle has been revoked, suspended, or withdrawn, he must notify the carrier that employs him before the end of the following business day.
392.50(b)..... (False)	A driver may smoke in the vicinity of his vecle while it is being fueled.
392.60..... (False)	There are no restrictions in the Motor Carrier Safety Regulations preventing a driver from

transporting passengers on a vehicle other than a bus.

392.62 (True) — No driver, while driving a bus, may engage in any unnecessary conversation or other activities tending to distract his attention from the operation of the bus.

392.65 (True) — If there is direct access between the sleeper berth and cab, a driver does not have to stop the vehicle when the codriver enters or leaves the sleeper berth.

392.68 (False) — A driver may disengage the gears while going down a slight grade in order to pick up speed.

393.1 (True) — The regulations prohibit driving a motor vehicle if certain of its parts and accessories are not in working order.

393.12(a) (True) — All buses and trucks over 80 inches wide must have three identification lamps mounted on the vertical centerline.

393.18(b) (False) — During hours of darkness, loads projecting beyond the sides and over 4 feet beyond the rear of a motor vehicle must be marked by red flags only.

393.32 (True) — Detachable connections cannot be made by twisting together wires from the towed and towing units.

393.41(a) (True) — Parking brakes must be adequate to hold the vehicle on any grade on which it is operated.

393.42(c) (False) — Truck-tractors having only two axles need not have brakes on the front wheels.

393.43(d) (True) — Trailer brakes must automatically apply when the trailer "breaks loose" from the tractor.

393.60(c) (False) — Labels and stickers required by law may be affixed at the top of motor vehicle windshields.

393.65(e)(1) (True) — The filling opening of every fuel tank must be covered by a secure cap or similar device.

393.70(f)(5) (True) — Full trailers and converter dollies must have safety chains in addition to the tow bar, attaching them to the towing vehicle.

393.77(a)(6) (False) — Portable heaters may be used in the cabs of motor vehicles.

393.80 (False) — Only one rear vision mirror is required on all motor vehicles.

393.82 (True) — All vehicles must be equipped with a speedometer, except driveway-towaway operations.

393.95(a) (True) — All vehicles must be equipped with fire extinguishers.

393.95(d) (True) — Tire chains must be carried when a driver is likely to encounter conditions requiring their use.

393.95(f)(3) (True) — Three red emergency reflectors and two red flags provide adequate warning devices for a stopped or disabled vehicle.

393.96(c) (False) — First aid kits are required on all motor vehicles.

395.1 (True) — Drivers shall be familiar with the rules governing the hours-of-service limitations.

395.1(a)(1) (False) — If a dispatcher notifies you that your truck will not be ready for an hour but that you must stand by until it is ready, your time waiting for the truck is logged as off-duty.

395.2(a)(True) — Meal stops and coffee breaks taken while a driver is enroute to a destination shall be logged as "on-duty" time.

395.2(a)(1)(False) — A driver awaiting dispatch at a carrier's terminal may show his time as off-duty time.

395.2(a)(2)(False) — Time spent inspecting or servicing your vehicle is off-duty time.

395.2(a)(4)(True) — In a two-man operation using a conventional cab truck or tractor not equipped with a sleeper berth, time spent by each occupant riding but not driving would be logged as on-duty time.

395.2(a)(5)(False) — Time spent loading or unloading a vehicle may be logged as off-duty time.

395.2(a)(7)(True) — Time spent at the scene of a breakdown, or repairing a disabled vehicle must be logged as on-duty time.

395.2(g)(False) — A driver may use the seat of his vehicle as a sleeper berth and log his time in it as sleeper berth time.

395.3(a)(False) — A driver may drive after having been on duty for 15 hours.

395.3(a)(True) — Off-duty time may be spent resting in a sleeper berth in two periods, neither of which is less than 2 hours.

395.3(a)(False) — Local drivers are not subject to the hours-of-service regulations.

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Appendix C—Questions for Written Examination—Continued

Sections	Questions
395.3(b)(True)	A driver may not be on duty more than 60 hours in any period of 7 consecutive days, or 70 hours in any 8 consecutive days in the case of a carrier who operates every day of the week.
395.8(a)(True)	Drivers are required to make true and accurate entries on their logs.
395.8(a)(True)	Failure to make logs when required or making false entries on the logs, make both the driver and the carrier liable to prosecution.
395.8(a)(True)	A driver is accountable for each entry he makes on his daily log even when he makes entries under company instructions.
395.8(b)(True)	A driver's logs must be kept current to the time of his last change of duty status.
395.8(c)(True)	A driver must make out his logs in his own handwriting.
395.8(r)(False)	A driver may wait until the end of a trip to make out his logs even if the trip takes 2 or more days.
395.8(r)(True)	When drivers' logs are required, the driver must forward the original of his log to the carrier each day.
395.8(s)(False)	A driver must retain a duplicate copy of each daily log for 30 days in his files at home.
395.8(t)(True)	If all of your driving is wholly within a 50-mile radius of your home terminal and the carrier

keeps required records you do not have to keep a daily log.

395.13..... (True) If a driver is stopped during a road check and is found to be in violation of the on-duty or driving time rules, he may be placed "out of service" at that point.

396.4..... (False) If a motor vehicle, being operated on a highway, is discovered to be in an unsafe condition, likely to be hazardous or to result in a breakdown, the driver may continue to operate it to the carrier's terminal or shop facility, if the terminal or shop is within 200 miles.

396.4..... (False) A driver may drive a motor vehicle, which by reason of its mechanical condition is so imminently hazardous as to be likely to cause an accident or breakdown, if he has reported the vehicle's condition to his supervisor.

396.5(a)..... (True) Certain representatives of the Bureau of Motor Carrier Safety are authorized to inspect vehicles and cargo of motor carriers in operation.

395.5(c)(1)..... (True) Representatives of the Bureau of Motor Carrier Safety may declare a motor vehicle "out of service" if, by reason of its mechanical condition or loading, it is so imminently hazardous as to be likely to cause an accident or a breakdown.

396.5(c)(2)..... (False) Vehicles that have been marked "out of service" may be operated before necessary repairs have been made.

396.5(c)(4)..... (True) Only the person who makes the repairs may certify that the repairs required by an out-of-service notice have been completed.

396.5(c)(4)..... (True) The Motor Carrier Safety Regulations allow drivers to make repairs to their vehicles if assistance is not readily available.

396.6..... (True) Motor vehicles damaged in an accident may not be driven until a qualified inspector determines that they are in safe operating condition.

396.7..... (True) Drivers are required to prepare written daily vehicle condition reports.

396.7..... (False) A written vehicle condition report need not be prepared by a driver who informs his shop steward of all defects or deficiencies of the motor vehicle within two hours after returning to the terminal or shop facility.

397.01(b)..... (False) The rules in Part 397, Transportation of Hazardous Materials; Driving and Parking Rules, do not apply to over-the-road drivers (interstate), only to city deliveries.

397.02..... (False) Motor carriers are not required to instruct their employees about the hazardous materials regulations.

397.1(b)..... (True) Motor vehicles transporting Class A or Class B explosives must be attended at all times.

397.1(c)..... (False) Motor vehicles transporting dangerous articles other than explosives may never be left unattended upon any public street or highway.

397.1(d)..... (True) Motor vehicles transporting explosives and other dangerous articles must, when practicable, avoid congested places.

397.1(e)..... (False) Motor vehicles may be fueled at any time when transporting any type of hazardous material.

397.1(g).....Smoking is permitted on any motor vehicle (False) transporting hazardous materials.

177.817(c).....When transporting dangerous articles, a driver (True) must have in his possession a shipping paper which shows the proper name and classification of the article in transit.

177.823(a)(3)...When required, hazardous material placards (True) must be on both sides, front and rear of the vehicle.

177.823(b)(1)...A tank vehicle used exclusively for transporting (True) gasoline or other flammable liquids must be marked or placarded, whether it is loaded or empty.

177.823(d).....All hazardous material placards must be re- (True) moved from a van-type trailer after a hazardous commodity is unloaded from the trailer.

[F.R. Doc. 70-4868; Filed, Apr. 21, 1970; 8:45 a.m.]

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2. PLAINTIFF'S EXHIBIT 225

Percent of "White", "Negro" and "Other" Population in the Standard Metropolitan Statistical Area and the City at T.I.M.E. D.C.'s Terminal Locations, and the "White", "Negro" and "Other" Work Force at T.I.M.E. D.C.'s Terminals

Terminal City	SMSA			City			T.I.M.E. D.C.		
	White	Negro	Other	White	Negro	Other	White	Negro	Other
Albany	96.31	3.28	.41	87.00	12.31	.69	96.97	0	3.03
Atlanta	77.41	22.35	.24	48.40	51.31	.29	85.63	13.17	1.20
Baltimore	75.78	23.67	.55	52.98	46.39	.63	87.50	10.00	2.50
Boston	94.52	4.61	.87	81.85	16.33	1.82	98.28	0	1.72
Buffalo	91.22	8.06	.72	78.74	20.38	.88	100.00	0	0
Chattanooga	83.48	16.37	.17	63.72	36.06	.22	92.96	7.04	0
Chicago	81.28	17.64	1.08	65.57	32.75	1.68	93.84	3.32	2.84
Cincinnati	88.73	11.00	.27	71.91	27.64	.45	93.48	6.52	0
Cleveland	83.41	16.11	.48	61.01	38.33	.66	97.14	2.86	0
Dallas	83.23	15.98	.79	74.15	24.91	.94	85.32	13.76	.92
Decatur	—	—	—	86.90	13.00	.10	100.00	0	0
Denver	94.55	4.08	1.37	89.02	9.13	1.85	90.87	5.39	3.74
Detroit	81.42	18.03	.55	55.50	43.69	.81	98.11	1.89	0
El Paso	95.82	3.08	1.10	96.38	2.58	1.04	39.39	0	60.61
Evansville	94.02	5.82	.16	92.52	7.28	.20	97.83	2.17	0
Fountain	—	—	—	—	—	—	91.67	0	8.33
Hobbs	—	—	—	90.64	7.88	1.48	100.00	0	0
Kansas City	87.40	12.05	.55	77.20	22.09	.71	96.12	.97	2.91
Knoxville	92.57	7.17	.26	86.87	12.79	.32	96.36	3.64	0
Little Rock	80.77	18.98	.25	74.48	25.28	.24	94.12	5.88	0

Terminal City	SMSA White	SMSA Negro	SMSA Other	City White	City Negro	City Other	T.I.M.E. D.C. White	T.I.M.E. D.C. Negro	T.I.M.E. D.C. Other
Los Angeles (1)	85.42	10.84	3.74	77.19	17.88	4.93	77.89	9.88	12.23
Los Angeles (2)	85.42	10.84	3.74	77.19	17.88	4.93	80.08	4.30	15.62
Louisville	87.54	12.25	.21	75.94	23.80	.26	100.00	0	0
Lubbock	91.72	7.60	.68	91.83	7.50	.67	95.77	2.82	1.41
General Office	91.72	7.60	.68	91.83	7.50	.67	95.16	2.42	2.42
Memphis	62.16	37.52	.32	60.82	38.89	.29	87.31	12.69	0
Milwaukee	91.76	7.59	.65	84.42	14.65	.93	100.00	0	0
Montreal	—	—	—	—	—	—	100.00	0	0
Nashville	81.91	17.82	.27	80.08	19.62	.30	92.78	7.22	0
New York City (1)	81.96	16.33	1.71	76.56	21.18	2.26	97.67	.78	1.55
New York City (2)	81.96	16.33	1.71	76.56	21.18	2.26	95.95	2.70	1.35
Oklahoma City	89.10	8.50	2.40	83.94	13.69	2.37	94.50	3.30	2.20
Paris	—	—	—	—	—	—	97.50	2.50	0
Philadelphia	81.88	17.52	.60	65.62	33.55	.83	97.30	2.70	0
Phoenix	94.51	3.40	2.09	93.28	4.80	1.92	89.56	3.48	6.96
Portland	96.21	2.31	1.48	92.16	5.64	2.20	97.78	.89	1.33
Ripley	—	—	—	—	—	—	100.00	0	0
Rochester	92.96	6.54	.50	82.41	16.76	.83	100.00	0	0
Sacramento	90.96	4.74	4.30	81.50	10.71	7.79	89.47	0	10.53
Sallisaw	—	—	—	—	—	—	100.00	0	0
San Antonio	91.98	6.93	1.09	91.37	7.65	.98	35.30	5.88	58.82
San Francisco	82.80	10.62	6.58	71.43	13.42	15.15	81.52	4.74	13.74

Terminal City	SMSA White	SMSA Negro	SMSA Other	City White	City Negro	City Other	T.I.M.E. D.C. White	T.I.M.E. D.C. Negro	T.I.M.E. D.C. Other
Seattle	94.03	2.93	3.04	87.39	7.13	5.48	96.36	1.04	2.60
Springfield	98.11	1.58	.31	97.67	1.98	.35	100.00	0	0
Stockton	88.08	5.44	6.48	79.52	10.98	9.50	100.00	0	0
Syracuse	95.61	3.68	.71	88.04	10.84	1.12	100.00	0	0
St. Louis	83.59	16.03	.38	58.66	40.85	.49	97.87	2.13	0
Tacoma	93.04	4.50	2.46	90.76	6.75	2.49	100.00	0	0
Toledo	91.35	8.25	.40	85.73	13.79	.48	100.00	0	0
Toronto	—	—	—	—	—	—	100.00	0	0
Tucson	93.63	2.94	3.43	94.82	3.49	1.69	80.00	10.00	10.00
Tulsa	88.28	8.25	3.47	86.55	10.64	2.81	93.34	3.33	3.33
Vancouver	—	—	—	—	—	—	100.00	0	0
Vinita	—	—	—	—	—	—	81.82	0	18.18
Wash., D.C.	74.26	24.61	1.13	27.66	71.08	1.26	100.00	0	0
Winchester	—	—	—	90.94	8.93	.13	96.70	.94	2.36
Yreka	—	—	—	—	—	—	100.00	0	0
York	97.41	2.37	.22	86.53	12.96	.51	100.00	0	0

SMSA (Standard Metropolitan Statistical Area) percentages are based on the 1970 U.S. Census of Population Reports. The terminal cities with dashes in the SMSA columns have no metropolitan area figures available from the Census Bureau.

City percentages are based on the 1970 U. S. Census of Population Reports of urban places with a population of more than 10,000. Population figures for cities with populations of under 10,000 are not available from the Census Bureau at this time and therefore dashes are indicates in these columns.

Population figures for Canadian cities are not included on the chart.

T.I.M.E. D.C. employment figures are based on the total terminal employment. The percentages are computed from the March 31, 1971 printout "Personnel List," furnished plaintiff by T.I.M.E. D.C., Inc., Lubbock, Texas.

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3. **Plaintiff's Exhibit 231**

AVERAGE TOTAL EARNINGS OF CITY DRIVERS AND LINE DRIVERS—1969 FOR TEN T.I.M.E.-D.C., INC. TERMINALS

Earnings Record 1969*

Terminal City	City Drivers	Road Drivers	Difference
Atlanta	$ 8400.72	$13,178.78	$4778.06
Chicago	$10739.44	$14,927.76	$4188.32
Dallas	$ 7973.80	$12,542.46	$4568.66
Denver	$ 8819.49	$11,392.10	$2572.61
Los Angeles (1)	$10655.03	$13,426.84	$2771.81
Los Angeles (2)	$ 9572.46	$10,960.71	$1388.25
Memphis	$ 8442.35	$11,874.33	$3431.98
Nashville	$ 8020.27	$11,559.37	$3539.10
Oklahoma City	$ 8716.77	$14,529.37	$5812.60
San Francisco	$11039.21	$12,356.53	$1317.32

*Source: Printout furnished by T.I.M.E. D.C., Inc. "Earnings for City Drivers and Line Drivers, 1969", which does not include the earnings of those drivers making less than $3000/yr.

cmm. 9/24/71

E. DEFENDANTS' EXHIBITS

1. Defendants' Exhibit TT

PERCENTAGE AND ABSOLUTE INCREASE (DECREASE) IN TOTAL EMPLOYMENT AND MINORITY GROUP EMPLOYMENT
T.I.M.E.-DC, INC.
1967 THROUGH 1972

Table I

Percentage of increase (decrease) in Total Employment and Minority Group Employment

T.I.M.E.-DC, INC.
1967 through 1972

Year	Total All Employees	Percent of Increase (Decrease)
1967	7,238	
1968	7,152	
1969	6,981	
1970	6,534	
1971	6,468	
1972	6,424	(11.2%)

Year	Total All Minorities	Percent of Increase (Decrease)
1967	512	
1968	534	
1969	581	
1970	579	
1971	621	
1972	677	
1972	677	32.2%

Year	Total Negro	Percent of Increase (Decrease)
1967	245	
1968	263	
1969	300	
1970	292	
1971	310	
1972	356	45.3%

Year	Total Spanish Surnamed	Percent of Increase (Decrease)
1967	227	
1968	230	
1969	230	
1970	237	
1971	257	
1972	265	16.7%

Source: Equal Employment Opportunity Employer Information Report EEO-1
1967 and 1968 reports of:
T.I.M.E. Freight, Inc.
LASME, Inc.
DC International

1969, 1970, 1971, and 1972 reports of:
T.I.M.E.-DC, Inc.

(all on file at Company General Offices, Lubbock, Texas)

Table I-A

Absolute increase (decrease) in Total Employment and Minority Group Employment

T.I.M.E.-DC, INC.
1967 through 1972

Year	Total All Employees	Absolute Increase (Decrease)
1967	7,238	
1968	7,152	
1969	6,981	
1970	6,534	
1971	6,468	
1972	6,424	(814)

Year	Total All Minorities	Absolute Increase (Decrease)
1967	512	
1968	534	
1969	581	
1970	579	
1971	621	
1972	677	165

Year	Total Negro	Absolute Increase (Decrease)
1967	245	
1968	263	
1969	300	
1970	292	
1971	310	
1972	356	111

Total Absolute

Year	Spanish Surnamed	Increase (Decrease)
1967	227	
1968	230	
1969	230	
1970	237	
1971	257	
1972	265	38

Source: Equal Employment Opportunity Employer Information Report EEO-1

1967 and 1968 reports of:

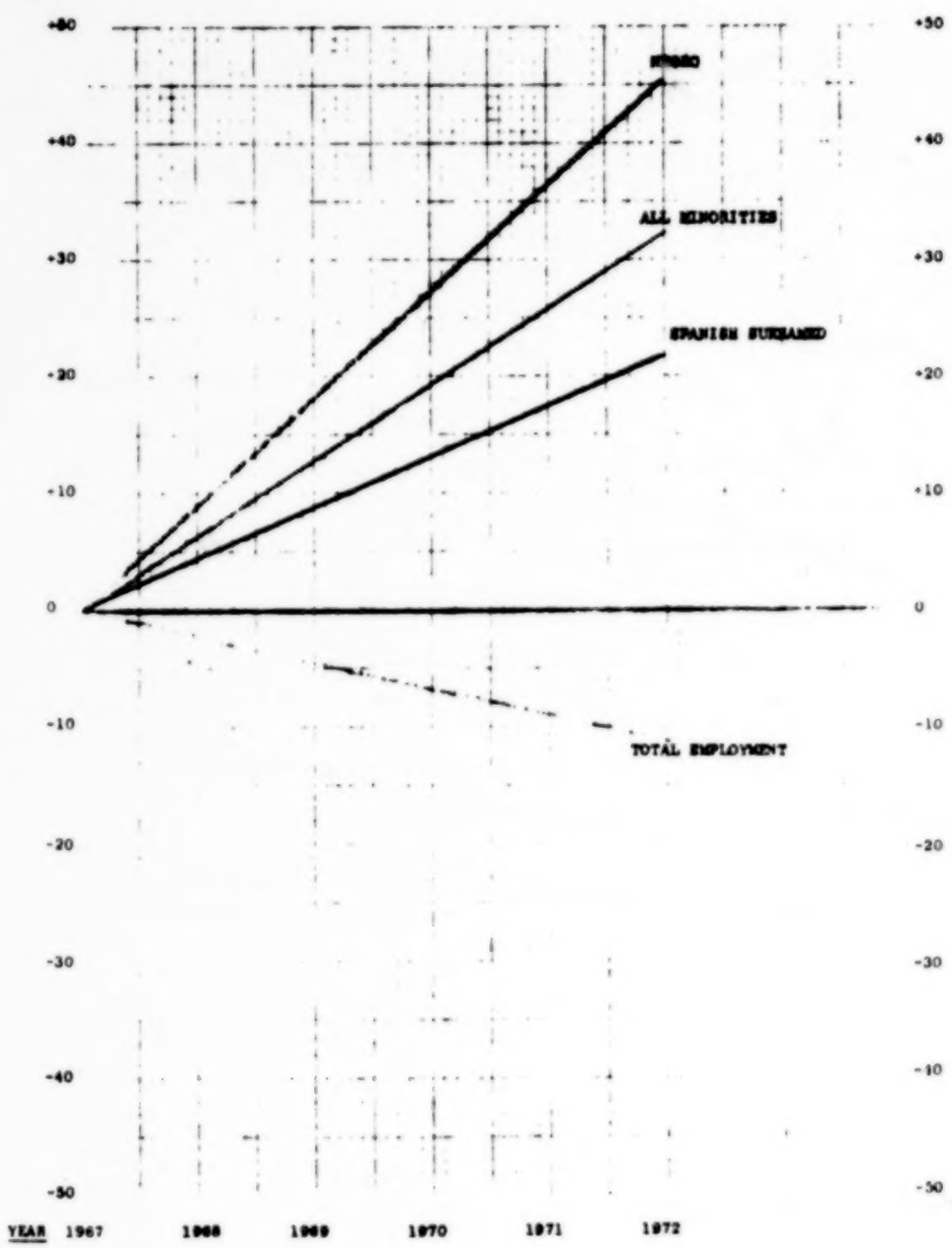
T.I.M.E. Freight, Inc.
LASME, Inc.
DC International

1969, 1970, 1971, and 1972 reports of:
T.I.M.E.-DC, Inc.

(all on file at Company General Offices, Lubbock, Texas)

CHART 1

Percentage of increase (decrease) in total employment and minority group employment - T.I.M.E.-DC, INC. 1967 through 1972

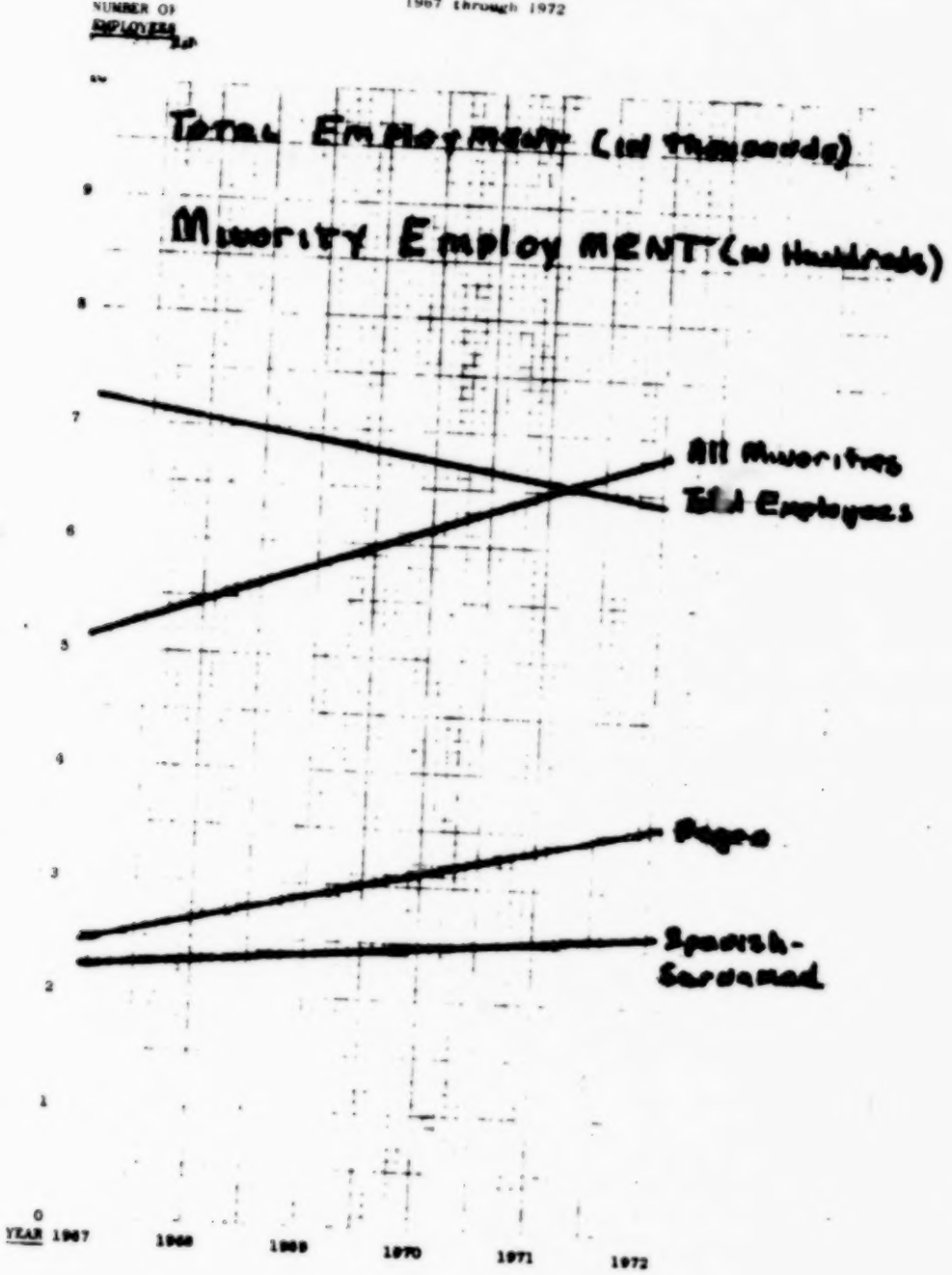


Source: Table 1

CHART I-A

Absolute increase (decrease) in total employment and minority group employment

T.I.M.E.-DC, INC.
1967 through 1972



Source: Table I-A

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2. Defendants' Exhibit UU

PERCENTAGE AND ABSOLUTE INCREASE (DECREASE) IN TOTAL AND MINORITY GROUP EMPLOYMENT TEN SELECTED TERMINAL LOCATIONS WHERE DEPOSITIONS HAVE BEEN TAKEN BY PLAINTIFF IN THE PRESENT PROCEEDING
T.I.M.E.-DC, INC.
1967 THROUGH 1972

Table VII

Percentage of Increase (Decrease) in Total and Minority Group Employment in Ten Selected Terminal Locations Where Depositions Have Been Taken by Plaintiff in the Present Proceeding

T.I.M.E.-DC, INC.
1967 through 1972

Year	Total All Employees	Percent of Increase (Decrease)
1967	3,993	
1972	3,515	(12.0%)

Year	Total All Minorities	Percent of Increase (Decrease)
1967	424	
1972	508	20.6%

Year	Total Negro	Percent of Increase (Decrease)
1967	221	
1972	284	28.5%

Year	Total Spanish Surnamed	Percent of Increase (Decrease)
1967	178	
1972	192	7.9%

Source: Equal Employment Opportunity Employer Information Report EEO-1
1967 and 1968 reports of:
T.I.M.E. Freight, Inc.
LASME, Inc.
DC International

1969, 1970, 1971, and 1972 reports of:
T.I.M.E.-DC, Inc.

(all on file at Company General Offices, Lubbock, Texas)

Table VII-A

Absolute Increase (Decrease) in Total Employment and Minority Group Employment in Ten Selected Terminal Locations Where Depositions Have Been Taken by Plaintiff in the Present Proceeding

T.I.M.E.-DC, INC.
1967 through 1972

Year	Total All Employees	Absolute Increase (Decrease)
1967	3,993	
1972	3,515	(478)

Year	Total All Minorities	Absolute Increase (Decrease)
1967	424	
1972	508	84

Year	Total Negro	Absolute Increase (Decrease)
1967	221	
1972	284	63

Year	Total Spanish Surnamed	Absolute Increase (Decrease)
1967	178	
1972	192	14

Source: Equal Employment Opportunity Employer Information Report EEO-1
1967 and 1968 reports of:
T.I.M.E. Freight, Inc.
LASME, Inc.
DC International

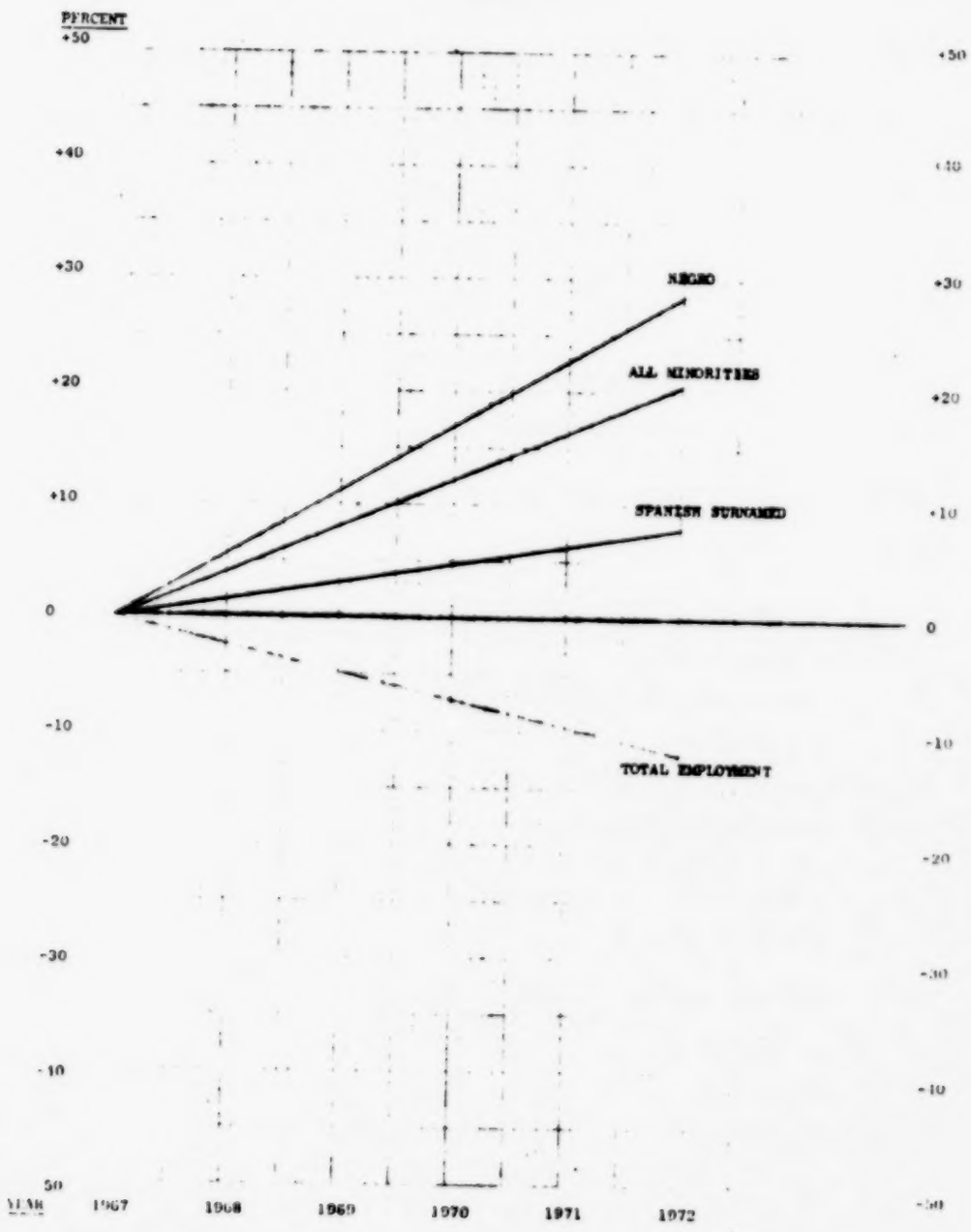
1969, 1970, 1971, and 1972 reports of:
T.I.M.E.-DC, Inc.

(all on file at Company General Offices, Lubbock, Texas)

CHART VII

Porcentage Increase (Decrease) in Total and Minority Group Employment
Ten Selected Terminal Locations Where Depositions Have Been Taken
By Plaintiff in the Present Proceeding

T.I.M.E.-DC, INC.
1967 Through 1972

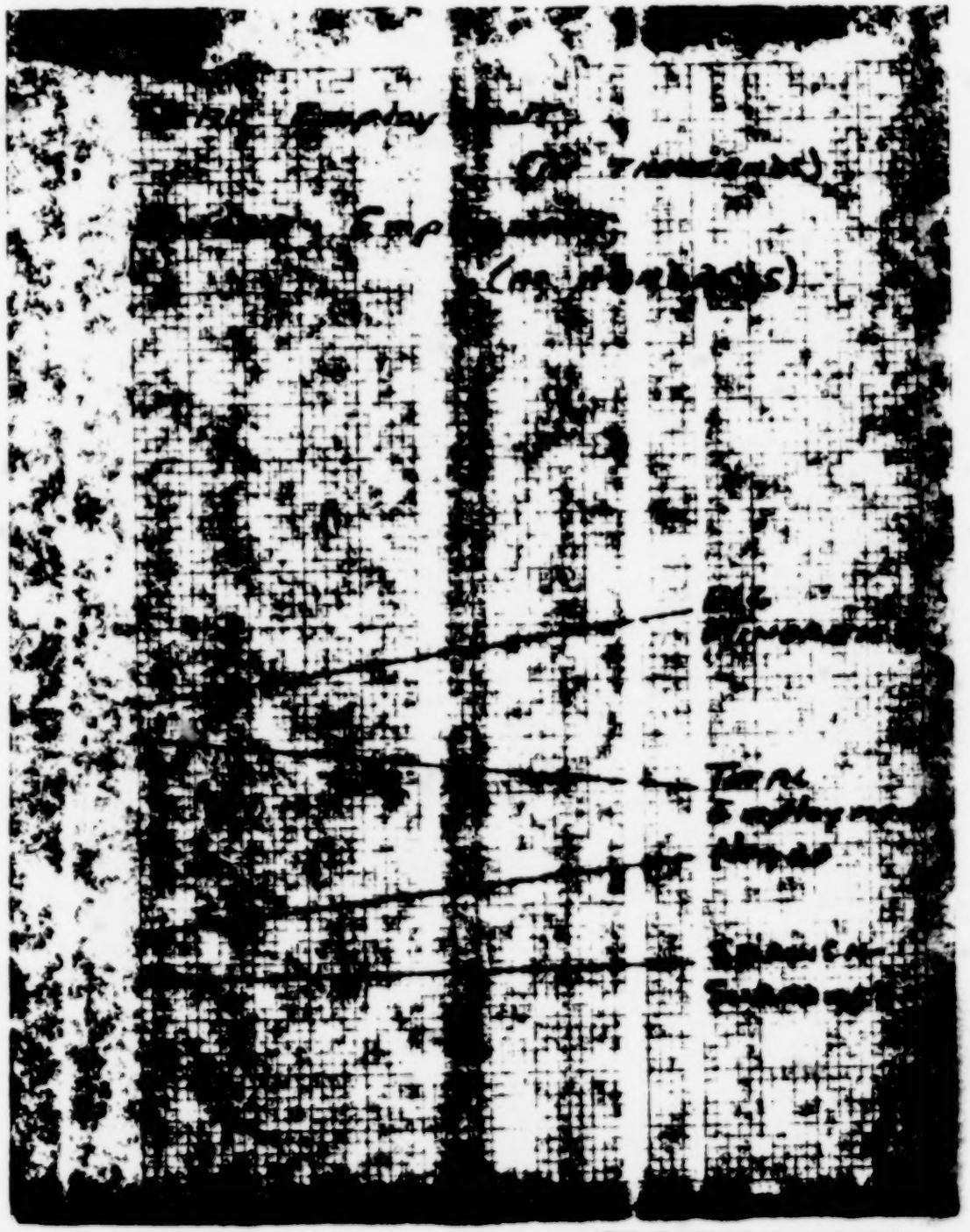


Source: Table VII

CHART VII-A

Absolute Increase (Decrease) in Total and Minority Group Employment in Ten Selected Terminal Locations Where Depositions Have Been Taken by Plaintiff in the Present Proceeding

T.I.M.E.-DC, INC.
1967 Through 1972



Source: Table VII A

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3. DEFENDANT'S EXHIBIT VV

MINORITIES AS A PERCENTAGE OF TOTAL EMPLOYEES AS OF DECEMBER 31, 1971 SYSTEM-WIDE AND FOR THE THREE MAJOR REGIONAL AREAS BY JOB CATEGORY

MINORITIES AS A PERCENTAGE OF POPULATION COMPARED TO
T.I.M.E.-DC'S PERCENTAGE OF MINORITY EMPLOYEES BY JOB CLASS AS OF 12-31-71

SYSTEM

Minorities as a % of Population		13.3%	4.4%	1.7%	19.4%
JOB CLASSIFICATION	TOTAL	NEGRO	SSA	OTHER	TOT MIN
Supervisory	582	4 - 0.7%	7 - 1.2%	6 - 1.0%	17 - 2.9%
Sales	148	1 - 0.7%	2 - 1.4%	0	3 - 2.0%
Office & Clerical	725	19 - 2.6%	32 - 4.4%	8 - 1.1%	59 - 8.1%
Mechanics	332	10 - 3.0%	12 - 3.6%	4 - 1.2%	26 - 7.8%
Servicemen	222	65 - 29.3%	23 - 10.4%	1 - 0.5%	89 - 40.1%
Line Drivers	1,873	23 - 1.2%	7 - 0.4%	12 - 0.6%	42 - 2.2%
City & Dock	2,548	213 - 8.4%	183 - 7.2%	24 - 0.9%	420 - 16.5%
Miscellaneous	30	14 - 46.7%	0	0	14 - 46.7%
TOTAL	6,460	349 - 5.4%	266 - 4.1%	55 - 0.9%	670 - 10.4%

Sources:

1. General Population Characteristics - 1970
   United States Department of Commerce, Census Bureau
2. 1963 Subject Report, Persons of Spanish Surname
   United States Department of Commerce, Census Bureau

MINORITIES AS A PERCENTAGE OF POPULATION COMPARED TO
T.I.M.E.-DC'S PERCENTAGE OF MINORITY EMPLOYEES BY JOB CLASS AS OF 12-31-71

NORTHERN

Minorities as a % of Population					
JOB CLASSIFICATION	TOTAL	NEGRO	SSA	OTHER	TOT MIN
Supervisory	119	0	0	1 - 0.8%	1 - 0.8%
Sales	53	0	0	0	0
Office & Clerical	181	1 - 0.6%	2 - 1.1%	2 - 1.1%	5 - 2.8%
Mechanics	52	0	0	0	0
Servicemen	11	3 - 27.3%	1 - 9.1%	0	1 - 36.2%
Line Drivers	172	1 - 0.6%	0	0	1 - 0.6%
City & Dock	774	19 - 2.5%	12 - 1.6%	3 - 0.4	31 - 4.0%
Miscellaneous	12	6 - 50.0%	0	0	6 - 50.0%
TOTAL	1,374	30 - 2.2%	15 - 1.1%	6 - 0.4%	51 - 3.7%

Sources:

1. General Population Characteristics - 1970
   United States Department of Commerce, Census Bureau
2. 1963 Subject Report, Persons of Spanish Surname
   United States Department of Commerce, Census Bureau

MINORITIES AS A PERCENTAGE OF POPULATION COMPARED TO
T.I.M.E.-DC'S PERCENTAGE OF MINORITY EMPLOYEES BY JOB CLASS AS OF 12-31-71

SOUTHERN

Minorities as a % of Population					
JOB CLASSIFICATION	TOTAL	NEGRO	SSA	OTHER	TOT MIN
Supervisory	152	0	0	1 - 0.7%	1 - 0.7%
Sales	30	0	0	0	0
Office & Clerical	118	5 - 4.2%	3 - 2.5%	0	8 - 6.7%
Mechanics	126	4 - 3.2%	0	1 - 0.8%	5 - 4.0%
Servicemen	62	21 - 33.9%	3 - 4.8%	0	24 - 38.7%
Line Drivers	704	9 - 1.3%	0	6 - 0.9%	15 - 2.1%
City & Dock	692	96 - 13.9%	11 - 1.6%	1 - 0.1%	108 - 15.6%
Miscellaneous	8	5 - 62.5%	0	0	5 - 62.5%
TOTAL	1,892	140- 7.4%	17 - 0.9%	9 - 0.5%	166 - 8.8%

Sources:

1. General Population Characteristics - 1970
   United States Department of Commerce, Census Bureau
2. 1963 Subject Report, Persons of Spanish Surname
   United States Department of Commerce, Census Bureau

MINORITIES AS A PERCENTAGE OF POPULATION COMPARED TO
T.I.M.E.-DC'S PERCENTAGE OF MINORITY EMPLOYEES BY JOB CLASS AS OF 12-31-71

WESTERN

Minorities as a % of Population					
JOB CLASSIFICATION	TOTAL	NEGRO	SSA	OTHER	TOT MIN
Supervisory	184	4 - 2.2%	6 - 3.3%	3 - 1.6%	13 - 7.1%
Sales	61	0	2 - 3.3%	0	2 - 3.3%
Office & Clerical	255	4 - 1.6%	15 - 5.9%	6 - 2.4%	25 - 9.8%
Mechanics	154	6 - 3.9%	12 - 7.8%	3 - 2.0%	21 - 13.6%
Servicemen	149	41 - 27.5%	19 - 12.8%	1 - 0.7%	61 - 40.9%
Line Drivers	997	13 - 1.3%	7 - 0.7%	6 - 6.0%	26 - 26.0%
City & Dock	1,082	98 - 90.6%	160 - 14.8%	20 - 1.9%	278 - 25.7%
Miscellaneous	6	2 - 33.3%	0	0	2 - 33.3%
TOTAL	2,888	168- 5.8%	221- 7.7%	39 1.4%	428 - 14.8

Sources:

1. General Population Characteristics - 1970
   United States Department of Commerce, Census Bureau
2. 1963 Subject Report, Persons of Spanish Surname
   United States Department of Commerce, Census Bureau

MINORITIES AS A PERCENTAGE OF POPULATION COMPARED TO
T.I.M.E.-DC'S PERCENTAGE OF MINORITY EMPLOYEES BY JOB CLASS AS OF 12-31-71

HAMMOND

Minorities as a % of Population		19.3%	N/A	0.4%	19.7%
JOB CLASSIFICATION	TOTAL	NEGRO	SSA	OTHER	TOT MIN
Supervisory	1	0	0	0	0
Sales					
Office & Clerical	4	0	0	0	0
Mechanics					
Servicemen					
Line Drivers					
City & Dock					
Miscellaneous					
TOTAL	5	0	0	0	0

Sources:

1. General Population Characteristics - 1970
   United States Department of Commerce, Census Bureau
2. 1963 Subject Report, Persons of Spanish Surname
   United States Department of Commerce, Census Bureau

MINORITIES AS A PERCENTAGE OF POPULATION COMPARED TO
T.I.M.E.-DC'S PERCENTAGE OF MINORITY EMPLOYEES BY JOB CLASS AS OF 12-31-71

LUBBOCK GENERAL OFFICE

Minorities as a % of Population		7.6%	10.9%	0.7%	19.2%
JOB CLASSIFICATION	TOTAL	NEGRO	SSA	OTHER	TOT MIN
Supervisory	127	0	1 - 0.8%	1 - 0.8%	2 - 1.6%
Sales	4	1 - 25.0%	0	0	1 - 25.0
Office & Clerical	171	9 - 5.3%	12 - 7.0%	0	21 - 12.3%
Mechanics					
Servicemen					
Line Drivers					
City & Dock					
Miscellaneous	4	1 - 25.0%	0	0	1 - 25.0
TOTAL	306	11 - 3.6%	13 - 4.3%	1 - 0.3%	25 - 8.2%

Sources:

1. General Population Characteristics - 1970
   United States Department of Commerce, Census Bureau
2. 1963 Subject Report, Persons of Spanish Surname
   United States Department of Commerce, Census Bureau

4. DEFENDANT'S EXHIBIT WW
MINORITIES AS A PERCENTAGE OF NEW EMPLOYEES HIRED IN 1971 SYSTEM-WIDE AND FOR THE THREE MAJOR REGIONAL AREAS BY JOB CATEGORY

MINORITIES AS A PERCENTAGE OF POPULATION COMPARED TO
T.I.M.E.-DC'S PERCENTAGE OF MINORITY EMPLOYEES BY JOB CLASS AS OF 12-31-71

1971 NEW HIRES

SYSTEM

Minorities as a % of Population		13.3%	4.4%	1.7%	19.4%
JOB CLASSIFICATION	TOTAL	NEGRO	SSA	OTHER	TOT MIN
Supervisory	72	1 - 1.4%	0	2 - 2.7%	3 - 1.1%
Sales	11	0	0	0	0
Office & Clerical	104	11 - 10.2%	8 - 7.4%	2 - 1.9%	21 - 19.4%
Mechanics	25	2 - 8.0%	0	0	2 - 8.0%
Servicemen	5	1 - 20.0%	0	0	1 - 20.0%
Line Drivers	116	14 - 12.1%	2 - 1.7%	1 - 0.9%	17 - 14.7%
City & Dock	140	27 - 19.3%	8 - 5.7%	2 - 1.4%	37 - 26.4%
Miscellaneous	1	0	0	0	0
TOTAL	474	56 - 11.7%	18 - 3.8%	7 - 1.5%	81 - 16.9%

Sources:

1. General Population Characteristics - 1970
   United States Department of Commerce, Census Bureau
2. 1963 Subject Report, Persons of Spanish Surname
   United States Department of Commerce, Census Bureau

MINORITIES AS A PERCENTAGE OF POPULATION COMPARED TO
T.I.M.E.-DC'S PERCENTAGE OF MINORITY EMPLOYEES BY JOB CLASS AS OF 12-31-71

1971 NEW HIRES

NORTHERN

Minorities as a % of Population					
JOB CLASSIFICATION	TOTAL	NEGRO	SSA	OTHER	TOT MIN
Supervisory	14	0	0	0	0
Sales	3	0	0	0	0
Office & Clerical	8	0	0	1 - 12.5%	1 - 12.5%
Mechanics	2	0	0	0	0
Servicemen	0				
Line Drivers	13	0	0	0	0
City & Dock	33	4 - 12.1%	0	0	4 - 12.1%
Miscellaneous	0				
TOTAL	73	4 - 5.5%	0	1 - 1.2%	5 - 6.7%

Sources:

1. General Population Characteristics - 1970
   United States Department of Commerce, Census Bureau
2. 1963 Subject Report, Persons of Spanish Surname
   United States Department of Commerce, Census Bureau

MINORITIES AS A PERCENTAGE OF POPULATION COMPARED TO
T.I.M.E.-DC'S PERCENTAGE OF MINORITY EMPLOYEES BY JOB CLASS AS OF 12-31-71

1971 NEW HIRES

SOUTHERN

Minorities as a % of Population					
JOB CLASSIFICATION	TOTAL	NEGRO	SSA	OTHER	TOT MIN
Supervisory	18	0	0	0	0
Sales	4	0	0	0	0
Office & Clerical	11	3 - 27.3%	0	0	3 - 27.3%
Mechanics	11	1 - 9.1%	0	0	1 - 9.1%
Servicemen	2	0	0	0	0
Line Drivers	32	3 - 9.4%	0	1 - 3.2%	4 - 12.5%
City & Dock	41	11 - 26.8%	0	0	11 - 26.8%
Miscellaneous	1	0	0	0	0
TOTAL	120	18 - 15.0%	0	1 - 0.9%	19 - 15.8%

Sources:

1. General Population Characteristics - 1970
   United States Department of Commerce, Census Bureau

2. 1963 Subject Report, Persons of Spanish Surname
   United States Department of Commerce, Census Bureau

MINORITIES AS A PERCENTAGE OF POPULATION COMPARED TO
T.I.M.E.-DC'S PERCENTAGE OF MINORITY EMPLOYEES BY JOB CLASS AS OF 12-31-71

1971 NEW HIRES

WESTERN

Minorities as a % of Population					
JOB CLASSIFICATION	TOTAL	NEGRO	SSA	OTHER	TOT MIN
Supervisory	21	1 - 4.8%	0	2 - 9.5%	3 - 14.3%
Sales	4	0	0	0	0
Office & Clerical	9	2 - 22.2%	0	1 - 11.1%	3 - 33.3%
Mechanics	12	1 - 8.3%	0	0	1 - 8.3%
Servicemen	3	1 - 33.3%	0	0	1 - 33.3%
Line Drivers	71	11 - 15.5%	2 - 2.8%	0	13 - 18.3%
City & Dock	66	12 - 18.2%	8 - 12.1%	2 - 3.0%	22 - 33.3%
Miscellaneous	0				
TOTAL	186	28 - 15.1%	10 - 5.4%	5 - 2.7%	13 - 23.1%

Sources:

1. General Population Characteristics - 1970
   United States Department of Commerce, Census Bureau

2. 1963 Subject Report, Persons of Spanish Surname
   United States Department of Commerce, Census Bureau

MINORITIES AS A PERCENTAGE OF POPULATION COMPARED TO
T.I.M.E.-DC'S PERCENTAGE OF MINORITY EMPLOYEES BY JOB CLASS AS OF 12-31-71

1971 NEW HIRES

HAMMOND

Minorities as a % of Population		8.6%	N/A	0.1%	8.7%
JOB CLASSIFICATION	TOTAL	NEGRO	SSA	OTHER	TOT MIN
Supervisory					
Sales					
Office & Clerical	2	0	0	0	0
Mechanics					
Servicemen					
Line Drivers					
City & Dock					
Miscellaneous					
TOTAL	2	0	0	0	0

Sources:

1. General Population Characteristics - 1970
   United States Department of Commerce, Census Bureau
2. 1963 Subject Report, Persons of Spanish Surname
   United States Department of Commerce, Census Bureau

MINORITIES AS A PERCENTAGE OF POPULATION COMPARED TO
T.I.M.E.-DC'S PERCENTAGE OF MINORITY EMPLOYEES BY JOB CLASS AS OF 12-31-71

1971 NEW HIRES

LUBBOCK GENERAL OFFICE

Minorities as a % of Population		7.6%	10.9%	.7%	19.2%
JOB CLASSIFICATION	TOTAL	NEGRO	SSA	OTHER	TOT MIN
Supervisory	19	0	0	0	0
Sales					
Office & Clerical	76	6 - 7.9%	8 - 10.5%	0	14 - 18.4%
Mechanics					
Servicemen					
Line Drivers					
City & Dock					
Miscellaneous					
TOTAL	95	6 - 6.3%	8 - 8.4%	0	14 - 14.7

Sources:

1. General Population Characteristics - 1970
   United States Department of Commerce, Census Bureau
2. 1963 Subject Report, Persons of Spanish Surname
   United States Department of Commerce, Census Bureau

5. DEFENDANT'S EXHIBIT XX

MINORITIES AS A PERCENTAGE OF TOTAL EMPLOYEES USED ON A CASUAL BASIS IN 1971 SYSTEMWIDE AND FOR THE THREE MAJOR REGIONAL AREAS BY JOB CATEGORY

MINORITIES AS A PERCENTAGE OF POPULATION COMPARED TO
T.I.M.E.-DC'S PERCENTAGE OF MINORITY EMPLOYEES BY JOB CLASS AS OF 12-31-71

CASUALS

SYSTEM

Minorities as a % of Population		13.3%	4.4%	1.7%	19.4%
JOB CLASSIFICATION	TOTAL	NEGRO	SSA	OTHER	TOT MIN
Supervisory	2	0	0	0	0
Sales	2	0	0	0	0
Office & Clerical	201	15 - 7.5%	6 - 3.0%	1 - 0.5%	22 - 11.0%
Mechanics	26	0	1 - 3.9%	0	1 - 3.9%
Servicemen	15	1 - 6.7%	0	0	1 - 6.7%
Line Drivers	474	26 - 5.5%	5 - 1.1%	0	31 - 6.5%
City & Dock	3,206	480 - 15.0%	218 - 6.8%	13 - 0.4%	711 - 22.2%
Miscellaneous	63	12 - 19.1%	2 - 3.2%	0	14 - 22.2%
TOTAL	3,989	534 - 13.4%	232 - 5.8%	14 - 0.4%	780 - 19.6%

Sources:

1. General Population Characteristics - 1970
   United States Department of Commerce, Census Bureau
2. 1963 Subject Report, Persons of Spanish Surname
   United States Department of Commerce, Census Bureau

MINORITIES AS A PERCENTAGE OF POPULATION COMPARED TO
T.I.M.E.-DC'S PERCENTAGE OF MINORITY EMPLOYEES BY JOB CLASS AS OF 12-31-71

CASUALS

WESTERN

Minorities as a % of Population					
JOB CLASSIFICATION	TOTAL	NEGRO	SSA	OTHER	TOT MIN
Supervisory	1	0	0	0	0
Sales	0				
Office & Clerical	48	3 - 6.3%	4 - 8.3%	1 - 2.1%	8 - 16.7%
Mechanics	3	0	1 - 33.3%	0	1 - 33.3%
Servicemen	5	1 - 20.0%	0	0	1 - 20.0%
Line Drivers	124	1 - 0.8%	3 - 2.4%	0	4 - 3.2%
City & Dock	1,532	305 - 19.9%	207 - 13.5%	10 - 0.7%	522 - 34.1%
Miscellaneous	21	3 - 14.3%	2 - 9.5%	0	5 - 23.8%
TOTAL	1,734	313 - 18.1%	217 - 12.5%	11 - 0.6%	541 - 31.2%

Sources:

1. General Population Characteristics - 1970
   United States Department of Commerce, Census Bureau
2. 1963 Subject Report, Persons of Spanish Surname
   United States Department of Commerce, Census Bureau

MINORITIES AS A PERCENTAGE OF POPULATION COMPARED TO
T.I.M.E.-DC'S PERCENTAGE OF MINORITY EMPLOYEES BY JOB CLASS AS OF 12-31-71

CASUALS

NORTHERN

Minorities as a % of Population					
JOB CLASSIFICATION	TOTAL	NEGRO	SSA	OTHER	TOT EIN
Supervisory	1	0	0	0	0
Sales	2	0	0	0	0
Office & Clerical	63	1 - 1.6%	0	0	1 - 1.6%
Mechanics	4	0	0	0	0
[illegible]	0				
Line Drivers	58	1 - 1.7%	1 - 1.7%	0	2 - 3.5%
City & Dock	886	74 - 8.4%	6 - 0.7%	0	80 - 9.0%
Miscellaneous	14	0	0	0	0
TOTAL	1,028	76 - 7.4%	7 - 0.7%	0	83 - 8.1%

Sources:

1. General Population Characteristics - 1970
   United States Department of Commerce, Census Bureau
2. 1963 Subject Report, Persons of Spanish Surname
   United States Department of Commerce, Census Bureau

MINORITIES AS A PERCENTAGE OF POPULATION COMPARED TO
T.I.M.E.-DC'S PERCENTAGE OF MINORITY EMPLOYEES BY JOB CLASS AS OF 12-31-71

CASUALS

SOUTHERN

Minorities as a % of Population					
JOB CLASSIFICATION	TOTAL	NEGRO	SSA	OTHER	TOT EIN
Supervisory	0				
Sales	0				
Office & Clerical	59	3 - 5.1%	0	0	3 - 5.1%
Mechanics	19	0	0	0	0
[illegible]	10	0	0	0	0
Line Drivers	146	10 - 6.9%	0	0	10 - 6.9%
City & Dock	788	101 - 12.8%	5 - 0.6%	3 - 0.4%	109 - 13.8%
Miscellaneous	28	9 - 32.1%	0	0	9 - 32.1%
TOTAL	1,050	123 - 11.7%	5 - 0.5%	3 - 0.3%	131 - 12.5%

Sources:

1. General Population Characteristics - 1970
   United States Department of Commerce, Census Bureau
2. 1963 Subject Report, Persons of Spanish Surname
   United States Department of Commerce, Census Bureau

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MINORITIES AS A PERCENTAGE OF POPULATION COMPARED TO
T.I.M.E.-DC'S PERCENTAGE OF MINORITY EMPLOYEES BY JOB CLASS AS OF 12-31-71

CASUALS

GENERAL OFFICE

Minorities as a % of Population		7.6%	10.9%	0.7%	19.2%
JOB CLASSIFICATION	TOTAL	NEGRO	SSA	OTHER	TOT MIN
Supervisory					
Sales					
Office & Clerical	31	8 - 25.8%	2 - 6.5%	0	10 - 32.3%
Technical					
Professional					
Line Drivers					
City T Pick					
Miscellaneous					
TOTAL	31	8 - 25.8%	2 - 6.5%	0	10 - 32.3%

SOURCES:

1. General Population Characteristics - 1970
United States Department of Commerce, Census Bureau

2. 1970 Subject Report, Persons of Spanish Surname
United States Department of Commerce, Census Bureau

MINORITIES AS A PERCENTAGE OF POPULATION COMPARED TO
T.I.M.E.-DC'S PERCENTAGE OF MINORITY EMPLOYEES BY JOB CLASS AS OF 12-31-71

CASUALS

HAGERSTOWN

Minorities as a % of Population		19.3%	N/A	0.4%	19.7%
JOB CLASSIFICATION	TOTAL	NEGRO	SSA	OTHER	TOT MIN
Supervisory					
Sales					
Office & Clerical					
Technical					
Professional					
Line Drivers	146	14 - 9.6%	1 - 0.7%	0	15 - 10.3%
City T Pick					
Miscellaneous					
TOTAL	146	14 - 9.6%	1 - 0.7%	0	15 - 10.3%

SOURCES:

1. General Population Characteristics - 1970
United States Department of Commerce, Census Bureau

2. 1970 Subject Report, Persons of Spanish Surname
United States Department of Commerce, Census Bureau

6. DEFENDANT'S EXHIBIT YY

MINORITIES AS A PERCENTAGE OF TOTAL EMPLOYEES USED ON A CASUAL BASIS IN 1971 AT TEN SELECTED TERMINALS WHERE DEPOSITIONS HAVE BEEN TAKEN BY PLAINTIFF IN THE PRESENT PROCEEDING AND THE GENERAL OFFICE BY JOB CATEGORY

MINORITIES AS A PERCENTAGE OF POPULATION COMPARED TO
T.I.M.E.-DC'S PERCENTAGE OF MINORITY EMPLOYEES BY JOB CLASS AS OF 12-31-71

CASUALS

ATLANTA

Minorities as a % of Population		22.3%	N/A	0.2%	22.5%
JOB CLASSIFICATION	TOTAL	NEGRO	SSA	OTHER	TOT MIN
Supervisory					
Sales					
Office & Clerical	10	1 - 10.0%	0	0	1 - 10.0%
Mechanics	11	0	0	0	0
Servicemen	5	0	0	0	0
Line Drivers	21	0	0	0	0
City & Dock	189	35 - 18.5%	0	0	35 - 18.5%
Miscellaneous	2	0	0	0	0
TOTAL	238	36 - 15.1%	0	0	36 - 15.1%

Sources:

1. General Population Characteristics - 1970
   United States Department of Commerce, Census Bureau
2. 1963 Subject Report, Persons of Spanish Surname
   United States Department of Commerce, Census Bureau

MINORITIES AS A PERCENTAGE OF POPULATION COMPARED TO
T.I.M.E.-DC'S PERCENTAGE OF MINORITY EMPLOYEES BY JOB CLASS AS OF 12-31-71

CASUALS

CHICAGO

Minorities as a % of Population		17.6%	N/A	1.1%	18.7%
JOB CLASSIFICATION	TOTAL	NEGRO	SSA	OTHER	TOT MIN
Supervisory					
Sales					
Office & Clerical	22	0	0	0	0
Mechanics	4	0	0	0	0
Servicemen					
Line Drivers	3	0	0	0	0
City & Dock	170	18 - 10.6%	2 - 1.2%	0	20 - 11.8%
Miscellaneous					
TOTAL	199	18 - 9.1%	2 - 1.0%	0	20 - 10.1%

Sources:

1. General Population Characteristics - 1970
   United States Department of Commerce, Census Bureau
2. 1963 Subject Report, Persons of Spanish Surname
   United States Department of Commerce, Census Bureau

MINORITIES AS A PERCENTAGE OF POPULATION COMPARED TO
T.I.M.E.-DC'S PERCENTAGE OF MINORITY EMPLOYEES BY JOB CLASS AS OF 12-31-71

CASUALS

DALLAS

Minorities as a % of Population		16.0%	3.4%	0.8%	20.2%
JOB CLASSIFICATION	TOTAL	NEGRO	SSA	OTHER	TOT MIN
Supervisory					
Sales					
Office & Clerical	18	0	0	0	0
Mechanics					
Servicemen					
Line Drivers	12	0	0	0	0
City & Dock	41	5 - 12.2%	1 - 2.4%	0	6 - 14.6%
Miscellaneous					
TOTAL	71	5 - 7.0%	1 - 1.4%	0	6 - 8.5%

Sources:

1. General Population Characteristics - 1970
   United States Department of Commerce, Census Bureau
2. 1963 Subject Report, Persons of Spanish Surname
   United States Department of Commerce, Census Bureau

MINORITIES AS A PERCENTAGE OF POPULATION COMPARED TO
T.I.M.E.-DC'S PERCENTAGE OF MINORITY EMPLOYEES BY JOB CLASS AS OF 12-31-71

CASUALS

DENVER

Minorities as a % of Population		4.1%	6.5%	1.4%	11.9%
JOB CLASSIFICATION	TOTAL	NEGRO	SSA	OTHER	TOT MIN
Supervisory					
Sales					
Office & Clerical	2	0	0	0	0
Mechanics					
Servicemen					
Line Drivers	1	0	0	0	0
City & Dock	35	1 - 2.9%	5 - 14.3%	0	6 - 17.1%
Miscellaneous	2	1 - 50.0%	1 - 50.0%	0	2 - 100%
TOTAL	40	2 - 5.0%	6 - 15.0%	0	8 - 20.0%

Sources:

1. General Population Characteristics - 1970
   United States Department of Commerce, Census Bureau
2. 1963 Subject Report, Persons of Spanish Surname
   United States Department of Commerce, Census Bureau

MINORITIES AS A PERCENTAGE OF POPULATION COMPARED TO
T.I.M.E.-DC'S PERCENTAGE OF MINORITY EMPLOYEES BY JOB CLASS AS OF 12-31-71

CASUALS

LOS ANGELES (LAX)

Minorities as a % of Population		10.8%	9.3%	3.7%	23.9%
JOB CLASSIFICATION	TOTAL	NEGRO	SSA	OTHER	TOT MIN
Supervisory					
Sales					
Office & Clerical	8	0	2 - 25.0%	0	2 - 25.0%
Mechanics	1	0	0	0	0
Servicemen					
Line Drivers	8	0	0	0	0
City & Dock	397	92 - 21.2%	90 - 22.7%	2 - 0.5%	181 - 42.4%
Miscellaneous	7	1 - 14.3%	0	0	1 - 14.3%
TOTAL	421	93 - 22.1%	92 - 21.9%	2 - 0.5%	187 - 41.1%

Sources:

1. General Population Characteristics - 1970
   United States Department of Commerce, Census Bureau
2. 1970 Subject Report, Persons of Spanish Surname
   United States Department of Commerce, Census Bureau

MINORITIES AS A PERCENTAGE OF POPULATION COMPARED TO
T.I.M.E.-DC'S PERCENTAGE OF MINORITY EMPLOYEES BY JOB CLASS AS OF 12-31-71

CASUALS

LOS ANGELES (LOS)

Minorities as a % of Population		10.8%	9.3%	3.7%	23.9%
JOB CLASSIFICATION	TOTAL	NEGRO	SSA	OTHER	TOT MIN
Supervisory					
Sales					
Office & Clerical	1	0	0	0	0
Mechanics	1	0	1 - 100%	0	1 - 100%
Servicemen	2	1 - 50.0%	0	0	1 - 50.0%
Line Drivers	49	1 - 2.0%	1 - 2.0%	0	2 - 4.1%
City & Dock	13	0	2 - 15.4%	0	2 - 15.4%
Miscellaneous					
TOTAL	66	2 - 3.0%	4 - 6.1%	0	6 - 9.1%

Sources:

1. General Population Characteristics - 1970
   United States Department of Commerce, Census Bureau
2. 1970 Subject Report, Persons of Spanish Surname
   United States Department of Commerce, Census Bureau

MINORITIES AS A PERCENTAGE OF POPULATION COMPARED TO
T.I.M.E.-DC'S PERCENTAGE OF MINORITY EMPLOYEES BY JOB CLASS AS OF 12-31-71

CASUALS

MEMPHIS

Minorities as a % of Population		37.5%	N/A	0.3%	37.8%
JOB CLASSIFICATION	TOTAL	NEGRO	SSA	OTHER	TOT MIN
Supervisory					
Sales					
Office & Clerical	8	0	0	0	0
Mechanics	2	0	0	0	0
Servicemen	2	0	0	0	0
Line Drivers	13	1 - 7.7%	0	0	1 - 7.7%
City & Dock	207	32 - 15.5%	0	0	32 - 15.5%
Miscellaneous	5	2 - 40.0%	0	0	2 - 40.0%
TOTAL	237	35 - 14.8%	0	0	35 - 14.8

Sources:

1. General Population Characteristics - 1970
   United States Department of Commerce, Census Bureau
2. 1970 Subject Report, Persons of Spanish Surname
   United States Department of Commerce, Census Bureau

MINORITIES AS A PERCENTAGE OF POPULATION COMPARED TO
T.I.M.E.-DC'S PERCENTAGE OF MINORITY EMPLOYEES BY JOB CLASS AS OF 12-31-71

CASUALS

NASHVILLE

Minorities as a % of Population		17.8%	N/A	0.3%	18.1%
JOB CLASSIFICATION	TOTAL	NEGRO	SSA	OTHER	TOT MIN
Supervisory					
Sales					
Office & Clerical	3	1 - 33.3%	0	0	1 - 33.3%
Mechanics	2	0	0	0	0
Servicemen	1	0	0	0	0
Line Drivers	25	4 - 16.0%	0	0	4 - 16.0%
City & Dock	21	0	0	1 - 4.8%	1 - 4.8%
Miscellaneous	1	0	0	0	0
TOTAL	53	5 - 9.4%	0	1 - 1.9%	6 - 11.3%

Sources:

1. General Population Characteristics - 1970
   United States Department of Commerce, Census Bureau
2. 1970 Subject Report, Persons of Spanish Surname
   United States Department of Commerce, Census Bureau

MINORITIES AS A PERCENTAGE OF POPULATION COMPARED TO
T.I.M.E.-DC'S PERCENTAGE OF MINORITY EMPLOYEES BY JOB CLASS AS OF 12-31-71

CASUALS

OKLAHOMA CITY

Minorities as a % of Population		8.5%	N/A	2.4%	10.9%
JOB CLASSIFICATION	TOTAL	NEGRO	SSA	OTHER	TOT MIN
Supervisory					
Sales					
Office & Clerical	2	0	0	0	0
Mechanics					
Servicemen	1	0	0	0	0
Line Drivers	10	1 - 10.0%	0	0	1 - 10.0%
City & Dock	40	5 - 12.5%	1 - 2.5%	1 - 2.5%	7 - 17.5%
Miscellaneous	4	0	0	0	0
TOTAL	57	6 - 10.5%	1 - 1.8%	1 - 1.8%	8 - 14.0%

Sources:

1. General Population Characteristics - 1970
   United States Department of Commerce, Census Bureau
2. 1970 Subject Report, Persons of Spanish Surname
   United States Department of Commerce, Census Bureau

MINORITIES AS A PERCENTAGE OF POPULATION COMPARED TO
T.I.M.E.-DC'S PERCENTAGE OF MINORITY EMPLOYEES BY JOB CLASS AS OF 12-31-71

CASUALS

SAN ANTONIO

Minorities as a % of Population		6.9%	37.4%	1.1%	45.4%
JOB CLASSIFICATION	TOTAL	NEGRO	SSA	OTHER	TOT MIN
Supervisory					
Sales					
Office & Clerical					
Mechanics					
Servicemen					
Line Drivers					
City & Dock	4	0	3 - 75.0%	0	3 - 75.0%
Miscellaneous					
TOTAL	4	0	3 - 75.0%	0	3 - 75.0%

Sources:

1. General Population Characteristics - 1970
   United States Department of Commerce, Census Bureau
2. 1970 Subject Report, Persons of Spanish Surname
   United States Department of Commerce, Census Bureau

MINORITIES AS A PERCENTAGE OF POPULATION COMPARED TO
T.I.M.E.-DC'S PERCENTAGE OF MINORITY EMPLOYEES BY JOB CLASS AS OF 12-31-71

CASUALS

SAN FRANCISCO

Minorities as a % of Population		10.6%	6.4%	6.6%	23.6%
JOB CLASSIFICATION	TOTAL	NEGRO	SSA	OTHER	TOT MIN
Supervisory	1	0	0	0	0
Sales					
Office & Clerical	13	2 - 15.4%	0	0	2 - 15.4%
Mechanics					
Servicemen	1	0	0	0	0
Line Drivers	14	0	1 - 7.1%	0	1 - 7.1%
City & Dock	882	200 - 22.7%	99 - 11.2%	7 - 0.8%	306 - 34.7%
Miscellaneous	1	0	0	0	0
TOTAL	912	202 - 22.2%	100 - 11.0%	7 - 0.8%	309 - 33.9%

Sources:

1. General Population Characteristics - 1970
   United States Department of Commerce, Census Bureau
2. 1970 Subject Report, Persons of Spanish Surname
   United States Department of Commerce, Census Bureau

MINORITIES AS A PERCENTAGE OF POPULATION COMPARED TO
T.I.M.E.-DC'S PERCENTAGE OF MINORITY EMPLOYEES BY JOB CLASS AS OF 12-31-71

CASUALS

GENERAL OFFICE

Minorities as a % of Population		7.6%	10.9%	0.7%	19.2%
JOB CLASSIFICATION	TOTAL	NEGRO	SSA	OTHER	TOT MIN
Supervisory					
Sales					
Office & Clerical	31	8 - 25.8%	2 - 6.5%	0	10 - 32.3%
Mechanics					
Servicemen					
Line Drivers					
City & Dock					
Miscellaneous					
TOTAL	31	8 - 25.8%	2 - 6.5%	0	10 - 32.3%

Sources:

1. General Population Characteristics - 1970
   United States Department of Commerce, Census Bureau
2. 1970 Subject Report, Persons of Spanish Surname
   United States Department of Commerce, Census Bureau

7. **DEFENDANT'S EXHIBIT ZZ**

T.I.M.E.-DC, INC.

LINE DRIVER SENIORITY LISTS OF SELECTED TERMINALS TO SHOW EMPLOYEES WHO CAME TO TERMINALS AS A RESULT OF CHANGE OF OPERATIONS

DEFENDANT'S EXHIBIT ZZ

Oklahoma City Line Drivers Seniority Roster
November 17, 1971

	Name	Emp. #	Date Re-Domiciled by Change of Operation and Terminal From		Anniversary Date
1.	Shackleford, Tom	77728	8-8-62	PHX	9-5-50
2.	Welch, John	92128	8-8-62	PHX	9-6-50
3.	Davis, Marvin	21920	11-14-62	LUB	1-26-51
4.	Sublett, A. D.	83808	11-14-62	LUB	2-12-51
5.	Webb, Perry	91744	8-8-62	PHX	7-15-51
6.	Harden, Oscar	36064	7-14-67	LUB	9-27-51
7.	Dillard, Joe	23328	9-18-67	LUB	11-17-51
8.	Cannon, J. D.	14272			2-22-52
9.	Thomas, Paul	86208			5-18-52
10.	Becktold, A. D.	06080			9-5-52
11.	Wellborn, Robert	92224			3-31-53
12.	Matthews, R. R.	55488			8-13-54
13.	Fykes, Peter	29952	8-18-62	PHX	9-22-54
14.	Myers, Arthur	62656	7-15-67	ELP	10-15-54
15.	Craig, Johnny	20352			11-13-54

	Name	Emp. #	Date Re-Domiciled by Change of Operation and Terminal From		Anniversary Date
16.	Ponder, Roy	68160			11-15-54
17.	Adams, W. B.	00384	7-14-67	LUB	11-20-54
18.	Rhoades, Robt.	71968	7-15-67	ELP	11-29-54
19.	Clark, W. B.	16992	8-7-62	LUB	2-8-55
20.	Parisho, Laverle	65226	8-7-62	LUB	3-1-55
21.	Harris, Roy G.	36704			3-30-55
22.	Sides, E. R.	78944	8-2-62	ELP	4-6-55
23.	Clymer, C. C.	17568			10-31-55
24.	Edinburgh, A. R.	25568			5-7-56
25.	Hubbard, Oral	42208			5-22-56
26.	Westervelt, J. E.	92544			8-13-56
27.	Garland, Roy	30563			2-13-57
28.	Gwin, M. P.	35085			8-20-57
29.	Graham, Jack	33312	8-7-62	LUB	9-16-57
30.	Scroggin, James	77024	8-7-62	LUB	9-17-57
31.	Chance, Delbert	15904	7-14-67	LUB	9-19-57
32.	Harris, Ray E.	36672	9-5-62	LAX	10-11-57
33.	Neidel, Charles	62944	8-8-62	PHX	11-15-57
34.	Pierce, Frank	67552	7-14-67	LUB	5-24-58
35.	Dillon, Walter	23392	8-7-62	LUB	5-27-58
36.	Haggard, James	35232	8-7-62	LUB	5-29-58
37.	Snow, Frank	81280	7-14-67	LUB	6-20-58
38.	Barefoot, Boyd	04760			6-30-58
39.	McCutcheon, E.	56768	7-20-67	LAX	4-30-59
40.	Webb, John	91712			6-1-60
41.	Nelson, Don	63040			5-21-61
42.	Johnson, Ronald	45504			9-11-61

	Name	Emp. #	Date Re-Domiciled by Change of Operation and Terminal From		Anni-versary Date
43.	Camp, Eual	13760	11-6-62	ELP	3-1-62
44.	Casy, James	15360			3-11-62
45.	Ward, Harold	91296	8-3-67	PHX	4-30-62
46.	Tucker, Jimmie	88064			5-5-62
47.	Claxton, Jack	17088			8-26-62
48.	Collum, C. J.	18528	7-14-67	LUB	3-13-63
49.	Pressley, Howard	68864			3-14-63
50.	Wells, James	92352			4-16-63
51.	Sing, Raymond	79360			4-17-63
52.	Hill, George	39552			9-6-63
53.	Briggs, Thomas	10080	8-15-67	LAX	9-16-63
54.	Stephensen, Mark	82848	7-12-67	PHX	10-8-63
55.	Campbell, Charles	13824	7-10-67	PHX	11-5-63
56.	Daniel, R. M.	21408	7-14-67	LUB	3-5-64
57.	Cate, Wayne	15520	7-14-67	LUB	3-5-64
58.	Galyon, Don	30176	7-14-67	LUB	4-29-64
59.	Middleton, B.	59040			5-8-64
60.	Short, Earl	78688	7-12-67	PHX	5-13-64
61.	Hudson, J. R.	42368			6-20-64
62.	Sherwood, L.	78368	8-25-67	PHX	8-31-64
63.	Cavitt, Allen	15648	8-10-67	LUB	3-31-65
64.	Hammond, Bob	35744	8-10-67	LUB	4-2-65
65.	Mason, James	55168	8-15-67	LUB	4-8-65
66.	Roberts, Doug	72832			5-4-65
67.	Lea, Kenneth	50592			7-14-65
68.	Lawson, John	50432			8-16-65
69.	Henthorn, K.	38624			8-23-65

	Name	Emp. #	Date Re-Domiciled by Change of Operation and Terminal From		Anni-versary Date
70.	Hauserman, R.	37280	8-7-67	PHX	10-13-65
71.	Airy, James	00704			10-18-65
72.	Dixon, Roy	23680			10-26-65
73.	Clough, Lewis	17440	7-10-67	PHX	10-26-65
74.	Kelley, Ken	47424			11-26-65
75.	Plumlee, Joe	67936			12-7-65
76.	Avery, Vester	03360	8-4-67	ELP	3-13-66
77.	Easley, John	25376			3-14-66
78.	Huddleston, T.	42272			3-14-66
79.	Norton, Bill	63744	7-12-67	PHX	3-17-66
80.	Stubblefield	83776			4-18-66
81.	Moreland, C.	60896	8-7-67	PHX	5-13-66
82.	Jarrell, C.	44480			8-3-67
83.	Smith, C.	79936			5-25-68
84.	Rader, Don	69984			6-10-68
85.	Cline, Spencer	17293			6-2-69
86.	Watts, Chester	91568			6-7-69
87.	Rard, Tommy	70670			6-11-69
88.	Robinett, L.	75079			6-15-69
89.	Newman, M.	63309			5-23-70
90.	Marshall, L.	54587			5-23-70
91.	Woods, R.	96298			5-23-70
92.	Downing, G.	24147			6-22-70
93.	Zink, Roger	97905			7-1-70
94.	Mathison, E.	53361			7-6-70
95.	Craft, McKinley	20325			7-21-70
96.	Winget	95514			9-23-70

Name	Emp. #	Date Re-Domiciled by Change of Operation and Terminal From	Anni-versary Date
97. Lee, W.	50947		9-24-70
98. Woodall	96137		9-26-70
99. Hobbs	39866		10-3-70
100. Fronterhouse	29714		5-1-71
101. Mott, H. W.	61562		5-2-71
102. Couch, W. D.	19815		5-8-71
103. Norris, R., Jr.	63724		5-9-71
104. Parker, H. W.	65257		5-25-71
105. Booker, G. D.	08526		6-4-71
106. Kizer, J. W.	48345		6-12-71
107. Greene, C. F.	33832		6-13-71
108. Pendergraft, Dean	66646		7-17-71

TIME-DC

November 16, 1971

To: Lee Campeol, LAX
Vic Watkins, LOS
Jim Frazier, SFO
Roy Wilson, DEN
Wally Allison, ATL
Bill Murphy, CHI
D. N. Champlin, OKC
Bart O'Brien, MFS

From: C. F. Hutchinson, LGO

Subject: CA-5-868

Please send at your earliest convenience your Road Driver seniority list underlining those who were domiciled at your terminal by Change of Operations. Beside each man who was, indicate the month and the year they were redomiciled and the terminal from which they came.

Thank you.

/s/ Hutch
C. F. Hutchinson

CFH:jj

cc: Mr. Ray Cloward, NDO
Mr. Jim Reardon, SDO
Mr. Leo Boster, WDO
Frank Garrison, LGO
R. Ian Hunter, Attorney

TIME-DC

Inter-Office Memo

To: Jim Frazier at SFO

From: George Larson at SFO

Subject: Attached Date: 11-18-71

The eight men underlined are those demomiciled here by change of operations. The dates circled are the effective dates.

Lloyd Mynatt worked as a casual out of Seattle but did not establish seniority in Seattle, was hired here on the effective date of the change of op. 10-30-67.

Hayward Line Driver Seniority

Name	Terminal Date	Company Date
1. Gibbons, William	3/23/61	
2. Goodnough, Wilbur	2/15/65	POR 4/5/52

Name	Terminal Date		Company Date
3. Butts, Jesse	2/15/65	SEA	6/23/52
4. Rekstad, Harry	2/25/65	SEA	5/22/60
5. Brown, Delmar	2/15/65	POR	6/16/61
6. Totten, Millard	2/15/65	SEA	2/31/62
7. Farmer, Dale	2/14/66		
8. White, Ralph	5/9/67		
9. Comes, Melvin	8/2/67		
10. Salamoni, John	8/3/67		
11. Hylton, Howard	10/30/67	SEA	3/20/67
12. Oviatt, Donald	10/30/67	SEA	6/6/67
13. Schauble, Richard	10/30/67	SEA	6/13/67
14. Mynatt, Lloyd	10/30/67		
15. Richardon, J. C.	11/9/67		10/30/67
16. Carswell, Harold	11/9/67		10/30/67
17. Heimsoth, George	11/9/67		10/30/67
18. Reynolds, Omer	11/9/67		10/30/67
19. Vaughn, Eugene	5/1/68		
20. Weaver, Burris	5/21/68		
21. Jessen, Ralph	9/4/68		
22. Cose, Kenneth	11/1/68		
23. McKay, Ed	11/5/68		
24. Ladd, Cleatus	2/3/69		
25. Rawls, Ronald	2/26/69		
26. Brougham, William	11/10/69		
27. Silva, George	2/3/70		
28. Gewecke, Ronald	3/23/70		
29. Alexander, Floyd	7/7/70		
30. Bunkley, Alvin	9/3/70		

TIME-DC

Atlanta, Georgia

December 6, 1971

To: C. F. Hutchinson, LGO

From: James Johnson, Atlanta

Subject: CA-5-868

Attached are copies of the Atlanta terminal's current road driver seniority list annotated to show those domiciled at this terminal as a result of change of operations.

Please note, also, that we have shown those re-domiciled to Atlanta on a modified seniority basis from layoff status in Chattanooga and Nashville.

Best regards

/s/ James Johnson
James Johnson

JJ/jm

Enclosures

cc: Bruce Stroud, Atlanta

TIME-DC

Atlanta, Georgia

November 2, 1971

To: All Atlanta Line Drivers

From: Dan Pope, Atlanta Line Driver Supervisor

This is a corrected seniority list and will be considered correct as of this date:

1.	Fred Frith BRIS 5/68	3-28-45
2.	J. H. Teasley	3-1-47
3.	H. D. Pope	10-30-48
4.	H. F. Rawls	2-1-49
5.	Paul Tester BRIS 5/68	6-2-50
6.	Dale Alley BRIS 5/68	6-15-50
7.	H. C. Butler	7-19-50
8.	A. Edmondson	8-28-50
9.	F. J. Bailey BRIS 7/68	9-7-50
10.	Gerald Lewis	10-2-50
11.	Robert Dickens BRIS 6/68	10-22-50
12.	Paul Hawkins BRIS 6/68	10-22-50
13.	Reece Cole	6-21-51
14.	Jade Prince	11-26-51
15.	James Dickens BRIS 6/68	2-9-52
*16.	James F. Ely BRIS 7/68	9-3-52
17.	Don Kinsley BRIS 6/68	9-12-52
18.	John Bailey BRIS 5/68	9-12-52
19.	James Fulkerson BRIS 6/68	10-28-52
20.	Hubert Clark CGA 2/65	10-18-54
21.	I. D. Robinette NAS 5/69	3-15-55
22.	B. L. Webb NAS 6/68	2-6-56
23.	L. J. Harper MFS 6/65	9-19-57
24.	J. Ivey NAS 8/68	1-1-58
25.	F. Lawrence NAS 8/68	5-1-58
26.	J. P. Henley NAS 8/68	7-1-58
27.	C. R. McLeod	8-1-58
28.	J. L. Goodman	8-1-58
29.	F. Saunders NAS 5/69	4-24-59

30.	Vernon Stamps NAS 8/68	6-26-59
31.	C. Twilley	8-18-59
32.	B. D. Cole MFS 2/65	7-23-61
33.	C. L. Butler	4-23-62
34.	Ray Proctor VERONA 5/65	7-24-62
35.	C. J. Walters MFS 5/63	12-21-63
36.	P. O. Wright MFS 2/67	2-7-64
37.	E. H. Ferguson	2-28-64
38.	Dan Terry LUB 5/65	3-3-64
39.	K. P. Hutson	3-5-64
40.	Lamar Graves OKC 5/65	4-1-64
41.	J. T. Ellis OKC 6/65	7-1-64
42.	Billy Halas LUB 6/65	10-6-64
43.	Gordon Winter	6-18-65
44.	B. S. Wise	6-10-65
45.	Frank Tillman MFS 2/67	7-16-65
46.	Fred Humphrey	9-1-65
47.	Frank Ragsdale	9-5-65
48.	Raymond Brown	9-6-65
49.	S. E. Houze	6-6-66
50.	Van Roberts	7-2-66

Best regards

/s/ Dan Pope
Dan Pope

cc: Local Union 728—Certified 972658

cc: Bruce Stroud, Atlanta

Footnote: Those from Nashville came into Atl on a modified seniority basis from layoff status at NAS.

* Sick status—Never reported Atl tml for work

TIME-DC

LAX

December 23, 1971

Chuck Hutchinson—LGO

As per your request of November 16, 1971 enclosed is Road Driver seniority list of those domiciled at the LAX terminal, and LOS/ Yes

/s/ Lee A. Campeol
Lee A. Campeol

LAC/rh

Encl.

TIME-DC
4500 E. Bandini Blvd.
Los Angeles, California 90040

October 7, 1971

Line Drivers Master Seniority List
LAX and LOS Terminals

1. Fissler, V. H.	9-28-48	1-2-59	Den.
2. Von Nordheim, A.	12-1-48	6-1-59	Den.
3. Willis, J. E.	1-7-49	12-20-69	Los.
4. Resan, L. E.	3-3-49	1-2-59	Den.
5. Stickney, F. K.	3-4-49	1-2-59	Den.
6. Echols, F.	6-26-50	1-2-59	Den.
7. Dunn, N.	8-10-50	1-2-59	Den.
8. Gardner, S. M.	8-11-50	1-2-59	Den.

9. Bissitt, C. E.	10-1-50	12-20-69	Los.
10. Jesser, R. F.	2-11-51	1-2-59	Den.
11. McQuade, P.	3-25-51	1-2-59	Den.
12. Marcum, J.	7-1-51	12-20-69	Pho.
13. Fishel, P.	8-11-51	1-2-59	Den.
14. Nolen, E. R.	10-21-51	1-2-59	Den.
15. Radecke, R. L.	10-27-51	1-2-59	Den.
16. Cuske, J. B.	11-1-51	1-2-59	Den.
17. Ettleman, C. W.	11-15-51	1-2-59	Den.
18. Stultz, J. H.	11-26-51	1-2-59	Den.
19. Herron, L. J.	12-9-51	1-2-59	Den.
20. Poindexter, C.	1-26-52	1-2-59	Den.
21. Rossen, M.	1-27-52	1-2-59	Den.
22. Lukachy, A.	2-27-52	1-2-59	Den.
23. Renick, A.	3-1-52	12-20-69	Pho.
24. Reeder, J.	3-15-52	1-2-59	Den.
25. Reynolds, C.	5-1-52	1-2-59	Den.
26. Cessna, W.	6-19-52	1-2-59	Den.
27. Murie, D. C.	6-27-52	1-2-59	Den.
28. Daugherty, R.	7-31-52	1-2-59	Den.
29. Day, H. C.	8-2-52		
30. Ritts, R. L.	8-29-52	1-2-59	Den.
21. Ryan, A.	10-11-52	1-2-59	Den.
22. Banks, B. O.	11-10-52	1-2-59	Den.
23. Currey, C.	11-16-52	1-2-59	Den.
24. Gaffney, C.	11-29-52	1-2-59	Den.
25. Zearing, M.	12-16-52	4-27-66	Den.
26. Atwood, W.	5-16-53		
27. Hnatt, A.	5-18-53	4-27-66	Den.
28. Payne, J.	6-12-53	1-2-59	Den.

29. Dahl, C.	6-25-53	1-2-59	Den.
30. Roberts, W.	8-8-53	12-20-69	Pho.
31. Clark, H.	10-3-53	1-2-59	Den.
32. Gilmour, B.	11-29-53	1-2-59	Den.
33. Salisbury, C.	6-17-54	1-2-59	Den.
34. Dougherty, H. J.	8-21-54	1-2-59	Den.
35. Hills, C.	10-15-54	12-20-69	Pho.
36. Tullos, R.	11-16-54	1-2-59	Den.
47. McFalls, R.	2-24-55	8-2-68	Kcy.
48. Schroeder, E. P.	2-27-55	4-27-66	Den.
49. Gilbert, L.	3-23-55	1-2-59	Den.
50. Donaleson, T. E.	3-24-55	1-2-59	Den.
51. Martin, L. E.	4-14-55	1-2-59	Den.
52. Plank, L. M.	6-23-55	1-2-59	Den.
53. Coney, M.	9-22-55	1-2-59	Den.
54. Davis, W. E.	10-18-55	1-2-59	Den.
55. Barrett, W.	12-23-55	1-2-59	Den.
56. Ellison, C.	1-23-56	12-20-69	Pho.
57. Mackey, R. V.	3-7-56	1-2-59	Den.
58. Stewart, W. J.	3-9-56	1-2-59	Den.
59. Robb, N. D.	3-30-56	1-2-59	Den.
60. Ford, G.	4-10-56	12-20-69	Pho.
61. Barnes, H.	4-15-56	12-20-69	Pho.
62. Vanston, D.	5-7-56	1-2-59	Den.
63. Finch, W. K.	6-2-56	1-2-59	Den.
64. Quaiff, D. L.	6-6-56	1-2-59	Den.
65. Stephan, E.	6-6-56	1-2-59	Den.
66. Eason, H.	6-13-56	1-2-59	Den.
67. Bobzien, C.	7-8-56	1-2-59	Den.
68. Smith, H. W.	8-2-56	1-2-59	Den.

69. Pettit, C. T.	8-9-56	1-2-59	Den.
70. Claycamp, L.	10-12-56	1-2-59	Den.
71. Beard, I.	11-17-56	1-2-59	Den.
72. Brunner, J.	1-5-57	1-2-59	Den.
73. Peto, R. T.	1-31-57	1-2-59	Den.
74. Daniels, W. A.	2-3-57	1-2-59	Den.
75. Barbour, C.	2-10-57	1-2-59	Den.
76. Traywick, L.	2-23-57	1-2-59	Den.
77. Sieck, R.	2-28-57	1-2-59	Den.
78. Champlin, W. J.	3-28-57	1-2-59	Den.
79. Brandt, L.	5-2-57	1-2-59	Den.
80. Hawley, M. S.	6-29-57	1-2-59	Den.
81. Shepherd, C. L.	6-29-57	1-2-59	Den.
82. Kohl, R. W.	6-29-57	1-2-59	Den.
83. Coe, V. (Inactive)	7-2-57	1-2-59	Den.
84. Rickliefs, R.	7-4-57	1-2-59	Den.
85. Inel, C.	7-7-57	1-2-59	Den.
86. Stevens, J.	7-16-57	12-20-69	Pho.
87. Wallen, E.	7-21-57	1-2-59	Den.
88. Threlkeld, H.	7-30-57	1-2-59	Den.
89. Larimer, L.	8-14-57	1-2-59	Den.
90. Beye, G.	8-23-57	1-2-59	Den.
91. Foltz, J.	8-24-57	1-2-59	Den.
92. Wolfe, G.	8-27-57	1-2-59	Den.
93. Morris, H.	9-1-57	1-2-59	Den.
94. Walton, W.	10-5-57	1-2-59	Den.
95. Rowe, C. A.	10-13-57	12-20-69	Los.
96. Robertson, H.	10-21-57	1-2-59	Den.
97. Fisher, J.	10-31-57	1-2-59	Den.
98. Goodman, C.	11-5-57	1-2-59	Den.

99. Stewart, R. C.	2-22-58	1-2-59	Den.
100. Cox, J. C.	3-13-58	1-2-59	Den.
101. Day, M.	3-13-58	1-2-59	Den.
102. Jones, J. L.	3-13-58	1-2-59	Den.
103. Swetnam, W.	3-15-58	1-2-59	Den.
104. Kesterson, J.	3-18-58	1-2-59	Den.
105. Fisher, R.	3-19-58	1-2-59	Den.
106. Iran, H. D.	3-26-58	1-2-59	Den.
107. Rountree, W.	3-22-58	1-2-59	Den.
108. Wright, R.	4-7-58	12-20-69	Pho.
109. Hettiger, J.	6-28-58	1-2-59	Den.
110. Jurgansen, H.	10-31-58	1-2-59	Den.
111. Peterson, W.	11-4-58	1-2-59	Den.
112. Walden, K. L.	11-4-58	1-2-59	Den.
113. Fullerton, D.	11-7-58	1-2-59	Den.
114. Lunak, F.	11-18-58	1-2-59	Den.
115. Potts, N.	3-6-59		
116. Pospisil, L.	3-26-59		
117. Hornbeck, D.	4-2-59	8-69	Kcy.
118. Foster, M.	5-25-59		
119. McCurry, H. I.	5-26-59		
120. Moore, A. B.	5-27-59		
121. Morris, F.	5-27-59		
122. Wheeler, J. H.	6-3-59		
123. Lafluer, C.	6-12-59		
124. Yarber, N.	6-17-59		
125. McCracken, H.	7-14-59		
126. Queen, D.	7-14-59		
127. Cooney, L. M.	10-29-59		
128. Pope, R. A.	10-31-59		

129. O'Brien, D.	2-1-60		
130. Satterlund, C.	4-1-60		
131. Briggs, D.	4-9-60		
132. Lineblade, J.	4-14-60	8-68	Kcy.
133. Grider, B.	4-15-60		
134. Smith, C.	4-28-60		
135. Vaughn, W.	5-28-60		
136. Burgett, W.	6-5-60		
137. Blevins, J. F.	7-8-60		
138. Young, D.	7-9-60		
139. Collins, D.	4-5-61		
140. Roudabush, C.	5-15-61		
141. Thompson, E. J.	12-18-61		
142. Haynes, L. (Inactive)	1-21-62		
143. Dingle, A.	2-28-62		
144. Spangler, A. W.	3-8-62	4-27-66	Den.
145. Martin, F.	3-29-62	6-13-66	Den.
146. Elrick, S.	3-30-62	6-13-66	Den.
147. Swartwood, J.	4-25-62	6-15-66	Den.
148. Skullr, G.	4-27-62		
149. Kippes, J. J.	5-15-62		
150. Craig, R.	6-22-62		
151. Coghill, F. L.	7-28-62		
152. Lansing, M.	8-25-62	12-20-69	Pho.
153. Perkins, H.	8-26-62		
154. Walthers, W.	9-7-62		
155. King, H.	9-26-62	12-20	Pho.
156. Stephenson, J.	10-1-62	12-20	Pho.
157. Kidwell, M.	10-17-62	6-15-66	Pho.
158. Binnell, C.	11-1-62		

159. O'Connor, T.	12-18-62	10-20-69	Pho.
160. McClure, A. G.	1-24-63		
161. Hucke, D.	3-23-63	4-27-66	Pho.
162. Brunick, L.	3-23-63	5-17-66	Pho.
163. Elliott, J. H.	3-23-63	4-27-66	Pho.
164. Hough, H.	4-12-63		
165. Will, M.	4-20-63		
166. Calvin, R.	4-23-63		
167. Smith, B. C.	4-29-63	12-69	Pho.
168. Gonzales, E.	5-1-63	12-20-69	Pho.
169. Hafele, R. E.	6-6-63	12-69	Pho.
170. Lake, D.	6-9-63		
171. Cole, V. (Inactive)	6-20-63		
172. Defraga, T. (Inactive)	7-4-63		
173. Norris, L.	8-11-63		
174. Tanner, E.	8-17-63	8-68	Kcy.
175. Murphy, R.	8-18-63	8-68	Kcy.
176. Silvia, M.	8-18-63	8-68	Kcy.
177. Myers, H. L.	8-19-63		
178. Morrison, R.	9-4-63	12-69	Pho.
179. Ervin, J.	9-7-63		
180. Harvey, E.	10-3-63	4-27-66	Den.
181. Hubble, C. V.	10-3-63	5-17-66	Den.
182. Kimberling, W.	10-28-63	12-69	Pho.
183. Ratlieff, O.	11-2-63	8-68	Kcy.
184. Copeland, R.	2-20-64	8-68	Kcy.
185. Germann, R. H.	4-2-64	12-69	Pho.
186. Faught, L.	4-15-64	12-69	Pho.
187. Terrell, W. E.	4-24-64	6-2-66	Den.
188. Hampton, W.	5-8-64	5-11-66	Den.

189. Richeson, J. F.	5-13-64	12-69	Pho.
190. Steely, F.	5-23-64		
191. Morrison, J. L.	6-6-64		
192. Husband, T.	6-7-64	12-69	Los.
193. Jones, L.	6-7-64		
194. Parrish, J.	6-9-64	12-69	Los.
195. Everhart, N.	6-23-64	12-69	Los.
196. McGehee, O.	6-25-64	12-69	Los.
197. Myers, H. B.	7-1-64	12-69	Los.
198. Bearden, H. G.	7-5-64	12-69	Los.
199. Walker, R. A.	7-23-64		
200. Lauridsen, H.	7-28-64	8-68	Kcy.
201. Debacc, J. J.	7-31-64	12-69	Los.
202. Eckleberry, W.	8-3-64		
203. Crase, J.	8-6-64	12-69	Pho.
204. Tritt, D.	8-7-64		
205. Reed, K. H.	8-8-64	12-69	Los.
206. Burwell, L. F.	8-8-64	12-69	Los.
207. Goode, F. G.	8-25-64	12-69	Los.
208. Bowdish, J. L.	8-25-64	12-69	Los.
209. Fikse, C. J.	8-26-64		
210. Hall, F. W.	9-2-64		
211. McGhairk, F.	9-4-64		
212. Baker, J. O.	9-12-64		
213. Hipchen, R. D.	9-16-64	12-69	Los.
214. Montgomery, K.	9-24-64	12-69	Pho.
215. Lovette, M. B.	10-1-64	12-69	Los.
216. Barnett, J. C.	10-9-64	12-69	Los.
217. Russell, R.	1-13-65	5-16-66	Den.
218. Hansen, G.	3-7-65	6-15-66	Den.

219. Alton, M.	3-9-65		
220. Bennett, D.	3-10-65	6-14-66	Den.
221. Parker, D.	4-17-65	6-13-66	Den.
222. Boone, J.	4-21-65		
223. Sawyer, R.	5-1-65		
224. Dillabough, M.	5-2-65		
225. Moore, J.	5-5-65		
226. Shoemaker, N.	5-13-65	12-69	Pho.
227. Priest, H.	5-14-65	12-69	Los.
228. Logan, T.	5-17-65	8-68	Kcy.
229. Ross, P.	5-22-65	6-9-66	Den.
230. Beecher, W.	5-27-65	8-68	Kcy.
231. Robinson, G. (Inactive)	5-27-65		
232. Smith, D.	5-29-65		
233. Ashby, W. J.	6-11-65	12-69	Los.
234. Armstrong, G.	6-21-65	8-68	Kcy.
235. Sims, G.	6-26-65		
236. Cook, G.	7-1-65		
237. Slider, R.	7-2-65	6-13-66	Den.
238. Thompson, E. E.	7-11-65	6-7-66	Den.
239. Koen, L.	7-17-65	6-13-66	Den.
240. Thieman, V.	7-19-65		
241. Puryear, H. W.	7-28-65	12-69	Los.
242. Kabat, J.	8-4-65	8-68	Kcy.
243. Leckman, D. A.	8-28-65	12-69	Los.
244. King, R.	9-10-65	12-69	Pho.
245. Beresford, J. (Inactive)	9-13-65	12-69	Pho.
246. McWhorter, K.	9-14-65	12-69	Pho.
247. Rose, R. (Inactive)	9-17-65	6-13-66	Den.
248. Gordon, R.	10-9-65	8-68	Kcy.

249. Purcey, J.D.	2-4-66	12-69	Los.
250. Merry, G. E.	2-17-66	12-69	Los.
251. Farrens, D.	3-17-66	12-69	Pho.
252. Kozisek, L.	3-19-66		
253. Ross, C. D.	4-22-66	8-68	Kcy.
254. Sigwing, G. O.	4-22-66	12-69	Los.
255. Hobbs, C. J.	6-18-66	12-69	Los.
256. Bullard, A. C.	6-19-66	12-69	Los.
257. Leblanc, J.	6-23-66		
259. Michel, D.	6-23-66	8-68	Kcy.
260. Parkerson, C. E.	6-24-66		
261. Hooper, C. G. (Inactive)	6-24-66		
262. Piche, L. J.	6-24-66		
263. Morris, E. R.	6-26-66		
264. Redman, R. W.	6-29-66		
265. Tooley, R.	7-2-66	12-69	Pho.
267. Spooner, D. L.	7-10-66		
268. Jones, W.	7-28-66		
269. Mishler, V.	7-28-66		
270. Teel, C. A.	8-3-66	12-69	Los.
271. Briggs, C.	8-4-66	12-69	Pho.
272. Cormelson, J.	8-10-66	12-69	Pho.
273. Loper, J. E.	8-24-66	12-69	Los.
274. Heinz, G.	9-28-66	12-69	Pho.
275. Pierce, O. H.	10-13-66	12-69	Los.
276. Mellor, G. (Inactive)	10-29-66	12-69	Pho.
277. Griesel, J.	11-17-66		
278. Polk, J. E.	12-3-66		
279. Kelling, D.	12-4-66		
280. Davidson, E. P.	3-29-67		

281. Courtright, P. F.	4-1-67	12-69	Los.
282. Kirk, W. G.	5-15-67		
283. Cave, J. H.	5-16-67		
284. Kirsh, Enos	6-9-67	12-69	Los.
285. Nicoll, B. R.	6-22-67	12-69	Los.
286. Anderson, H. M.	8-31-67		
287. Brooks, C. D.	9-1-67		
288. Zurbrugg, W.	9-2-67		
289. Looney, G. A.	10-15-67		
290. Guthrie, T.	10-29-67		
291. Patridge, B.	11-9-67	12-69	Pho.
292. Bowles, E.	11-10-67		
293. Bond, K.	11-15-67		
294. Littrell, J.	11-19-67		
295. Koch, I. J.	12-18-67		
296. Ferrari, P.	3-4-68	12-69	Pho.
297. Lee, L.	3-6-68	12-69	Pho.
298. Gregory, G.	3-22-68	12-69	Pho.
299. Irving, S. S.	3-22-68		
300. Allen, Lonnie, Jr.	3-28-68		
301. Smith, L. C.	4-2-68		
302. Baker, J. E.	4-5-68		
303. Piper, V. T.	4-23-68		
304. Bayley, K. L.	4-27-68		
305. Seeley, R. C.	5-2-68		
306. Pitts, B. H.	5-16-68		
307. Stoy, J.	5-18-68		
308. Frye, M.	5-29-68		
309. Harmon, M. K.	6-11-68	12-69	Los.
310. Bitner, F. L.	6-28-68	12-69	Los.

311. Feeley, W. L.	12-7-68		
312. Graves, D. L.	12-27-68		
313. Burch, A. F.	1-31-69		
314. McNellis, D. L.	2-1-69	12-69	Los.
315. Pugh, A.	2-5-69	12-69	Pho.
316. Hubbard, R.	2-10-69	12-69	Pho.
317. Valentine, D.	2-13-69	12-69	Pho.
318. Garland, R.	3-6-69	12-69	Pho.
319. Coleman, H. D.	3-24-69		
320. Totty, D. D.	3-26-69		
321. Pollock, R. A.	3-26-69		
322. Ralston, R. M.	3-27-69		
323. Joy, Roland M.	4-2-69	12-69	Los.
324. Zielke, A. H.	4-2-69	12-69	Los.
325. Delay, B. F.	4-3-69		
326. Deeter, J. D.	4-5-69		
327. Allen, A. L.	4-9-69		
328. Robbins, J. L.	4-16-69		
329. Harris, E. E.	4-23-69		
330. Jorgensen, W. R.	4-26-69	12-69	Los.
331. Libby, W. G.	5-8-69		
332. Ramsey, R. B.	5-9-69	12-69	Los.
333. Davis, J., Jr.	5-10-69	12-69	Los.
334. Taylor, G. H.	6-10-69	12-69	Los.
335. Fox, J. L.	6-10-69	12-69	Los.
336. Woodall, W. F.	6-11-69	12-69	Los.
337. Howard, I. B.	6-12-69	12-69	Los.
338. Monroe, C. W.	7-28-69	12-69	Los.
339. McGuire, D. L.	7-28-69	12-69	Los.
340. Hilty, R. B.	8-2-69	12-69	Los.

341. Lowery, J. D.	5-18-70	12-69	Los.
342. Smith, M. C.	5-22-70		
343. Campbell, A. K.	5-26-70		
344. Elliott, B. M.	5-29-70		
345. Howard, A.	6-2-70		
346. Shaeffer, F. E.	6-3-70		
347. Thompson, M. H.	6-4-70		
348. Torn, C. J.	6-6-70		
349. Schoenberger, C. S.	7-9-70		
350. Thomas, R.	7-17-70		
351. Kinsey, F. V.	7-23-70		
352. Marsi, M. J.	7-28-70		
353. Dodson, A. E.	7-29-70		
354. Winter, K.	3-30-71		
355. Landers, P.	3-30-71		
356. Berdahl, R.	4-6-71		
357. Davis, J. C.	4-6-71		
358. Leduc, L.	4-7-71		
359. Fisher, T.	4-7-71		
360. Pierson, B.	4-7-71		
361. MacDonald, K.	4-8-71		
362. Nevins, W.	4-18-71		
363. Fiscus, D.	4-21-71		
364. Moore, C.	4-22-71		
365. Fox, C. J.	5-18-71		
366. Gill, L.	5-18-71		
367. Rogers, J.	7-7-71		
368. Buss, I. L.	7-8-71		
369. Maddocks, S.	7-8-71		
370. Taylor, G. J.	7-14-71		

371. Sparks, W.	7-23-71
372. Uzonyi, F. W.	7-24-71
373. Buckmaster, R. D.	7-27-71
374. Carr, R. B.	7-27-71
375. Starr, H.	7-27-71
376. Richmond, T.	7-28-71
377. Hall, R. L.	8-11-71
378. Blakeboro, N. L.	8-19-71
379. Barclay, D.	8-20-71
380. Womack, J.	8-25-71
381. O'Haver, J.	8-31-71
382. Deering, G.	9-7-71
383. Rodgers, W.	9-10-71
384. Nicklin, B.	9-16-71
385. Theodore, P.	9-30-71
386. Fuary, D.	10-2-71

N. M. Rockwell,
Manager of Highway Operations

8. **Defendants' Exhibit AAA**

(This designation for printing has been withdrawn)

9. **Defendant's Exhibit BBB**

CHARTS AND GRAPHS OF PROFESSOR GEORGE REGARDING MINORITY GROUPS BASED ON DEMOGRAPHIC, SOCIO-ECONOMIC AND T.I.M.E.-DC EMPLOYMENT FACTORS

Table 1

FERTILITY RATES OF WOMEN AGED 35 TO 44

ETHNIC GROUP	AVERAGE NUMBER OF CHILDREN
Mexican-American	4.4
Black	3.6
Total Population	2.9

SOURCE: U. S. Census Bureau 1969 Study. AP dispatch, Lubbock Avalanche-Journal, 11-28-71.

Table 2

MEDIAN AGES - WHITE/NON-WHITE

YEAR	MEDIAN AGE		
	WHITE	NON-WHITE	DIFFERENCE
1950	30.7	26.0	4.7 yrs.
1960	30.3	23.5	6.8 yrs.
1969	29.3	21.2	8.1 yrs.

SOURCE: Census of Population 1960, Volume 1, Characteristics of Population. Part 1, United States Summary, pp. 1-153-4, and Statistical Abstract of the United States - 1970.

Table 3

PERCENTAGE OF GROUPS 20 - 64 YEARS OF AGE

GROUP	%
White	52.9
Non-White	48.3
DIFFERENCE	4.6

SOURCE: Census of Population 1960, Volume 1, Characteristics of Population. Part 1, United States Summary, pp. 1-153-4.

Table 4

PERSONS IN EACH AGE GROUP AS A PERCENT OF PERSONS AGED 0-4

STATES OF ARIZONA, CALIFORNIA, COLORADO, NEW MEXICO, TEXAS - 1960

AGE	ETHNIC GROUP		
	ANGLO	SPANISH SURNAMED	BLACK
20-24	58.4	45.2	46.4
15-19	67.1	55.4	50.6
10-14	84.7	74.1	67.2
5-9	93.6	87.5	84.8
0-4	100.0	100.0	100.0

SOURCE: The United States Commission on Civil Rights. "The Unfinished Education: Outcomes for Minorities in the Five Southwestern State". Mexican American Educational Series Report II. U. S. Government Printing Office, October, 1971.

Table 5

POPULATION AND SES CHARACTERISTICS BY CENSUS REGION

REGION	% OF POPULATION*			SOCIO-ECONOMIC STATUS**		
	WHITE	NEGRO	OTHER	WHITE	NEGRO	OTHER
Northeast	92.9	6.8	.3	56.7	37.9	46.7
North Central	93.0	6.7	.3	54.8	37.4	41.6
South	79.1	20.6	.3	49.1	20.7	32.0
West	92.6	3.9	4.1	58.6	40.1	47.6
TOTAL U. S.	88.6	10.5	.9			

*SOURCE: Census of Population 1960. Volume 1, Characteristics of Population. Part 1, United States Summary, p. 1-164.

**SOURCE: Census of Population 1960. Special Report, Socio-Economic Status, Pc (2), 5c.

NOTE: Socio-Economic Status (SES) is determined by educational level, size of home and facilities therein, reading material available in the home, income and source of income, etc.

Table 6

T.I.M.E.-DC, INC. FACILITIES WITH OVER 50 EMPLOYEES

VARIANCE FROM "EXPECTED" BLACK HIRING	CENSUS REGION			
	WEST	"NORTH"*	SOUTH	TOTALS
Low or plus (+2.7 to -5.4)	7	1	5**	13
High (-5.7 to -24.0)	0	7	6	13

*Northeast and North Central combined.

**Includes four Texas facilities in essentially "Western" communities.

SOURCE: SUMMARIES; System, Northern, Western, Southern Divisions. T.I.M.E.-DC, Inc. Personnel Manager. (as of 9-30-71)

Table 7

STANDARDIZED DEATH RATES FOR WHITES AND NEGROES
IN SOUTHERN AND NON-SOUTHERN STATES FOR 1950 AND 1960

		1950		1960	
		WHITE	NEGRO	WHITE	NEGRO
South	Alabama	9.0	13.7	9.1	13.2
	Arkansas	7.9	10.6	8.5	10.9
	Florida	8.4	15.1	8.2	14.3
	Georgia	8.9	14.5	9.0	14.2
	Louisiana	8.9	13.1	9.3	12.7
	Mississippi	8.9	13.3	8.8	12.5
	North Carolina	8.6	14.6	9.0	14.4
	South Carolina	9.4	15.0	9.7	15.0
	Tennessee	9.1	14.2	8.9	13.0
	Virginia	9.3	15.7	9.1	14.0
Non-South	Colorado	8.7	10.3	8.7	10.5
	Connecticut	8.6	12.7	9.0	13.1
	Indiana	9.4	15.7	9.2	13.0
	Iowa	8.5	12.9	8.6	12.8
	Massachusetts	9.0	11.9	9.5	11.8
	Michigan	9.3	14.3	9.2	12.2
	Minnesota	8.4	13.7	8.6	10.2
	Nebraska	8.2	14.1	8.3	13.8
	Oregon	8.6	12.2	8.7	12.5
	Pennsylvania	10.0	15.8	9.9	13.2
	Rhode Island	9.7	16.0	9.5	11.9
	Utah	8.5	13.9	8.3	14.3
	Washington	8.8	13.9	8.8	11.8
	Wisconsin	8.9	15.1	8.9	11.7
	Wyoming	9.2	17.0	9.4	14.6

SOURCE: Computed from census and vital statistics data. Patterson, W. B., "Whites and Negroes: A Demographic Study of Relative Deprivation." M.A. Thesis, Texas Tech University, 1970.

Table 8

NEW TB CASE RATES PER 100,000 POPULATION
BY HEALTH DISTRICT: NEW YORK CITY, 1969

	POPULATION DENSITY		
INCOME:	HIGH	MEDIUM	LOW
Low	79.7	46.9	-*
Medium	39.9	39.6	19.0
High	17.1	19.5	15.8

*Too few low income persons lived in low density districts to allow for a meaningful calculation of this figure.

SOURCE: "Environmental Epidemiology". The Sciences, Vol. 12, No. 2, March, 1972. Published by The New York Academy of Sciences.

Table 9

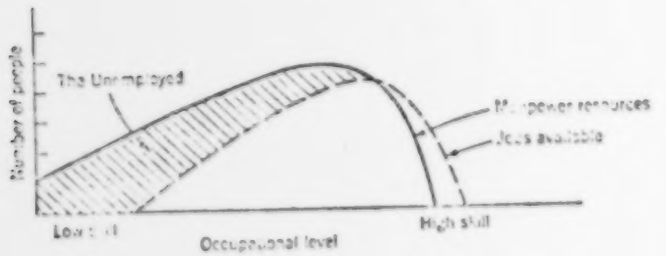
WHITE - BLACK MOBILITY
(% MOVING)
MARCH, 67 - MARCH, 68

GROUP	WITHIN STATES	BETWEEN STATES
White	3.4%	3.5%
Black	1.8	2.5
Difference	1.6%	1.0%

SOURCE: Statistical Abstract of the United States - 1970., p. 33, No. 37.

Table 10

A HYPOTHETICAL NORMAL DISTRIBUTION OF JOBS (DOTTED LINE) COMPARED TO THE AVAILABLE MANPOWER (SOLID LINE)



SOURCE: Tiffany, D. W., Cowan, J. R. and Tiffany, P. M. "The Unemployed: A Social-Psychological Portra... Prentice-Hall, 1970. p. 105.

10. **Defendants' Exhibit CCC**

FOLIO

EMPLOYMENT PATTERNS

All Minority Groups as a Percentage of Total Work Force at T.I.M.E.-DC, Inc.

1967 Through 1972

Table III

Minorities as a Percentage of Total Work Force— T.I.M.E.-DC, Inc.

For the Years 1967 Through 1972 (April 1)

Group	1967	1968	1969	1970	1971	1972
All Minorities	7.1%	7.5%	8.3%	8.9%	9.6%	10.5%
Negro	3.4%	3.7%	4.3%	4.5%	4.8%	5.5%
Spanish Surnamed	3.1%	3.2%	3.3%	3.6%	3.9%	4.1%

Source: Equal Employment Opportunity Employer Information Report EEO-1, 1967 and 1968 reports of:

T.I.M.E. Freight, Inc.
DC International, Inc.

1969, 1970 and 1972 reports of:
T.I.M.E.-DC, Inc.

(all on file at company General Offices, Lubbock, Texas)

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11. **Defendants' Exhibit DDD**

FOLIO

EMPLOYMENT PATTERNS

Minorities as a Percentage of Total Work Force Five Southwestern States

1967 Through 1972

Table IV

Minorities as a Percentage of Total Work Force T.I.M.E.-DC, Inc. In the Five Southwestern States 1967 through 1972

Group	1967	1968	1969	1970	1971	1972
All Minorities	13.0%	12.4%	14.2%	15.2%	15.8%	17.7%
Negro	5.1%	4.8%	5.9%	6.0%	6.2%	7.3%
Spanish Surnamed	7.2%	6.9%	7.5%	8.2%	8.5%	9.2%

Source: Equal Employment Opportunity Employer Information Report, EEO-1
1967 and 1968 Reports of:

T.I.M.E. Freight, Inc.
LASME, Inc,
DC International

1969, 1970, 1971, and 1972 Reports of:
T.I.M.E.-DC, Inc.

(all on file at Company General Offices, Lubbock, Texas)

12. **Defendants' Exhibit EEE**

FOLIO

EMPLOYMENT PATTERNS

Persons of Spanish Surname in the Five Southwestern States
as of December 31, 1971

Table II

Persons of Spanish Surname in Those Locations Where T.I.M.E.-DC Has Terminal Facilities in the Five Southwestern States

Totals and Distribution by State as of December 31, 1971

State	Total Population	Total Spanish Surnamed	Percent of Spanish Surnamed
Arizona	1,358,191	179,153	13.2
California	12,718,090	1,009,909	7.9
Colorado	1,390,875	86,223	6.2
New Mexico ..	26,000	1,053	4.1
Texas	3,030,296	562,959	18.6
TOTAL ...	18,523,452	1,839,297	9.9

Source: **1963 Subject Report, Persons of Spanish Surname,** United States Department of Commerce, Census Bureau.

Table II-A

Persons of Spanish Surname Employed in T.I.M.E.-DC Facilities in the Five Southwestern States

Totals and Distribution by State as of December 31, 1971
Compared to Population

State	Total[1] Employment	Total[1] Spanish Surnamed Employed	Percent of Spanish Surnamed Employed	Percent of[2] Spanish Surnamed in Population	Difference
Arizona ..	128	6	4.7	13.2	(8.5)
California	1,311	147	11.2	7.9	3.3
Colorado .	677	24	3.5	6.2	(2.7)
New Mexico	4	0	0.0	4.1	(4.1)
Texas	574	67	11.7	18.6	(6.9)
Total ..	2,694	244	9.1	9.9	(0.8)

Source: [1] Records of the Company
[2] Table II

13. **Defendants' Exhibit FFF**

FOLIO

EMPLOYMENT PATTERNS

Minorities as a Percentage of Total Work Force

Arizona
California
Colorado
Texas

1967 Through 1972

Table V

Minorities as a Percentage of Total Work Force—T.I.M.E.-DC, Inc.—For the Years 1967 through 1972 Four Southwestern States

Group: All Minorities

State	1967	1968	1969	1970	1971	1972
Arizona	0.0%	1.3%	4.3%	9.3%	10.3%	14.6%
California	17.6%	17.1%	16.9%	18.4%	19.6%	21.4%
Colorado	7.9%	6.4%	9.1%	10.1%	9.1%	11.1%
Texas	13.2%	16.8%	17.1%	14.6%	16.6%	17.7%

Group: Negro

State	1967	1968	1969	1970	1971	1972
Arizona	0.0%	0.0%	2.2%	3.1%	3.2%	6.5%
California ...	6.7%	6.6%	7.0%	7.0%	7.5%	8.3%
Colorado	4.7%	3.9%	5.8%	6.0%	5.3%	6.6%
Texas	1.2%	1.7%	3.5%	4.0%	4.9%	5.7%

Group: Persons of Spanish Surname

State	1967	1968	1969	1970	1971	1972
Arizona	0.0%	1.3%	2.2%	3.9%	4.8%	4.9%
California	9.6%	9.3%	8.6%	10.1%	10.7%	11.4%
Colorado	2.9%	2.3%	2.9%	3.5%	3.2%	3.8%
Texas	12.0%	15.2%	13.4%	10.2%	10.9%	11.8%

Source: Equal Employment Opportunity Employer Information Report, EEO-1, 1967 and 1968 reports of:

T.I.M.E. Freight, Inc.
LASME, Inc.
DC International, Inc.

1969, 1970, 1971 and 1972 reports of:
T.I.M.E.-DC, Inc.

(all on file at Company General Offices, Lubbock, Texas)

14. DEFENDANT'S EXHIBIT KKK

EFFECTIVE EARNINGS PER HOUR OF T.I.M.E.-DC EMPLOYEES AT FOUR TERMINALS AS OF MARCH 31, 1971

	Union Worker's Hourly Rate	Union Worker's Effective Hourly Rate	Foreman's or Supervisor's Effective Hourly Rate	Foreman's or Supervisor's 40 Hour Work Week Rate	Foreman's and/or Supervisor's Hourly Rate*
Dock					
Chicago	$4.52	$4.58	$5.24	$5.40	$5.85
Denver	4.82	5.10	4.45	5.02	5.44
Los Angeles (LAX)	4.99	5.17	5.26	5.68	6.15
Los Angeles (LOS)	4.99	5.21	4.93	5.40	5.85
City					
Chicago	$4.76	$5.21	$4.59	$5.66	$6.13
Denver	4.82	5.11	4.69	5.34	5.78
Los Angeles (LAX)	4.99	5.39	4.80	5.71	6.19
Los Angeles (LOS)	4.99	5.28	4.67	5.29	5.73
Office					
Chicago	$4.10-$5.14	$4.46-$5.59	$4.76 (6-71)	$5.77	—
Denver	3.36- 4.53	3.53- 4.76	5.04	5.62	$6.09 + $5.76
Los Angeles (LAX)	4.45- 5.16	4.71- 5.46	5.42	6.13	7.03
Los Angeles (LOS)	4.28- 5.01	4.40- 5.15	6.41	6.78	7.34

* Source: Plaintiff's Exhibit No. 230

	Union Worker's Average Monthly Income	Foreman & Supervisor's Average Monthly Income
Dock		
Chicago	$ 818.09	$ 935.71
Denver	997.61	870.83
Los Angeles (LAX)	967.98	983.89
Los Angeles (LOS)	987.43	936.25
City		
Chicago	$1,111.95	$ 981.09
Denver	1,007.06	925.00
Los Angeles (LAX)	1,110.58	990.00
Los Angeles (LOS)	1,036.04	916.67
Office		
Chicago	$936.47-$1,174.01	$1,000.00 (6-71)
Denver	682.34- 919.94	975.00
Los Angeles (LAX)	921.03- 1,067.99	1,062.50
Los Angeles (LOS)	805.23- 942.57	1,175.00

Formula:

(40 Hours + (1.5 overtime hours)) x (Hourly Rate) x 4.33 = Average Monthly Income for Union Workers

Chicago

Dock Foreman

1. Average Monthly Wage	$ 935.71	
2. Average Weekly Wage	$ 215.93	
3. Average Hours—Dock	41.2	Hours
4. Hourly Rate 2 ÷ 3	$ 5.24	

City Driver Supervisor

1. Average Monthly Wage	$ 981.09	
2. Average Weekly Wage	$ 226.40	
3. Average Hours—City	49.3	Hours
4. Hourly Rate 2 ÷ 3	$ 4.59	

Office Manager

1. Average Monthly Wage	$1,000.00	
2. Average Weekly Wage	$ 230.77	
3. Average Hours—Office	48.5	Hours
4. Hourly Rate 2 ÷ 3	$ 4.76	

Source: Plaintiff's Exhibit No. 204, Printout—"Personnel List" as of March 31, 1971.

Denver

Dock Foreman

1. Average Monthly Wage	$870.83	
2. Average Weekly Wage	$201.12	
3. Average Hours—Dock	45.2	Hours
4. Hourly Rate 2 ÷ 3	$ 4.45	

City Driver Supervisor

1. Average Monthly Wage	$925.00	
2. Average Weekly Wage	$213.46	
3. Average Hours—City	45.5	Hours
4. Hourly Rate 2 ÷ 3	$ 4.69	

Office Manager

1. Average Monthly Wage	$975.00	
2. Average Weekly Wage	$225.00	
3. Average Hours—Office	44.6	Hours
4. Hourly Rate 2 ÷ 3	$ 5.04	

Source: Plaintiff's Exhibit No. 204, Printout—"Personnel List" as of March 31, 1971.

Los Angeles (LAX)

Dock Foreman

1. Average Monthly Wage	$ 983.89	
2. Average Weekly Wage	$ 227.05	
3. Average Hours—Dock	43.2	Hours
4. Hourly Rate 2 ÷ 3	$ 5.26	

City Driver Supervisor

1. Average Monthly Wage	$ 990.00	
2. Average Weekly Wage	$ 228.46	
3. Average Hours—City	47.6	Hours
4. Hourly Rate 2 ÷ 3	$ 4.80	

Office Manager

1. Average Monthly Wage	$1,062.50	
2. Average Weekly Wage	$ 245.19	
3. Average Hours—Office	45.2	Hours
4. Hourly Rate 2 ÷ 3	$ 5.42	

Source: Plaintiff's Exhibit No. 204, Printout—"Personnel List" as of March 31, 1971.

Los Angeles (LOS)

Dock Foreman

1. Average Monthly Wage	$ 936.25	
2. Average Weekly Wage	$ 216.06	
3. Average Hours—Dock	43.8	Hours
4. Hourly Rate 2 ÷ 3	$ 4.93	

City Driver Supervisor

1. Average Monthly Wage	$ 916.67	
2. Average Weekly Wage	$ 211.54	
3. Average Hours—City	45.3	Hours
4. Hourly Rate 2 ÷ 3	$ 4.67	

Office Manager

1. Average Monthly Wage	$1,175.00	
2. Average Weekly Wage	$ 271.15	
3. Average Hours—Office	42.3	Hours
4. Hourly Rate 2 ÷ 3	$ 6.41	

Source: Plaintiff's Exhibit No. 204, Printout—"Personnel List" as of March 31, 1971.

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15. **Defendants' Exhibit LLL**

Memphis Line Haul Accident Summary

Year	Line Haul Total Accidents	Accidents City Transferees	Number of Drivers	Accidents Regular Line Haul	Number of Drivers
1969	28	12	15	16	77
1970	33	24	25	9	83
1971	24	10	32	14	76

Source: Records of the Company.

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16. **Defendants' Exhibit MMM**

1971 Earnings
Of All Driver Employees at Selected Terminals

	City Drivers		Line Drivers		Difference
	=	$	=	$	$
System	1440	$11,185.83	2089	$12,893.57	$ 1,707.74
Atlanta	32	10,423.39	57	13,827.19	3,403.80
Chicago	87	12,444.33	106	16,368.66	3,924.33
Dallas	31	10,676.61	24	11,910.74	1,234.13
Denver	57	12,175.88	350	12,887.02	711.14
LAX	120	10,891.88	412	12,170.32	1,278.44
LOS	79	11,690.45	84	6,058.97	(5,631.48)*
Memphis	41	10,802.20	113	14,579.53	3,777.33
Nashville	31	9,859.61	75	13,403.13	3,543.52
Oklahoma City	22	10,397.83	116	15,625.36	5,227.53
San Francisco	74	13,700.49	32	12,106.44	(1,594.05)*

Source: Records of company.

* City driver earnings exceeded road driver earnings.

17. **Defendants' Exhibit NNN**

Relationship Between Safety Record and Over-the-Road Experience Prior to Employment

Years of Over-the-Road Experience	Best Drivers	Poorest Drivers
0 and under 3	17	37
3 and over	83	63
	100	100

Source: Records of the Company

18. **Defendants' Exhibit PPP**

Excludes Employees Who Earned Under $3,000.00

	City Drivers		Line Drivers		Difference
	=	$	=	$	$
System	1291	$11,780.27	1754	$14,105.73	$ 2,325.46
Atlanta	30	10,757.65	45	15,470.18	4,712.53
Chicago	73	13,431.24	78	19,058.61	5,627.37
Dallas	31	10,676.61	14	16,130.37	5,453.76
Denver	55	12,373.25	312	13,603.67	1,230.42
LAX	92	12,436.39	328	13,553.98	1,117.59
LOS	73	12,117.83	41	8,465.64	3,652.19(City)
Memphis	41	10,802.20	109	14,795.12	3,992.92
Nashville	27	10,485.50	69	14,108.25	3,622.75
Oklahoma City	22	10,397.83	106	16,231.25	5,833.42
San Francisco	72	13,873.11	24	13,717.79	155.32(City)

Source: Records of company

19. **Defendants' Exhibit QQQ**

764

73-2214

AMERICAN EDUCATION

DEFENDANT'S EXHIBIT QQQ

UNITED STATES DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE • OFFICE OF EDUCATION • NOVEMBER 1971

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TOP DRIVERS MAKE THE GRADE

by JACK JONES

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earns between $300 and $400 a week, reaching the higher figure with the advent of new models and the opportunity it brings him for overtime work. "I'm an affluent member of society now," he says. "I'm a taxpaying homeowner. We bought a nice house in the Inglewood area of Los Angeles."

At 37, Shanklin is a successful graduate of the remarkably effective Transportation Opportunity Program (TOP), launched in Los Angeles in 1967 by the Joint Council of Teamsters No. 42 with money from the Department of Labor and the U.S. Office of Education's Division of Manpower Development and Training. Its goal: to enable the poorly educated jobless—especially blacks and Mexican-Americans—to become licensed drivers in the long restricted but high-paying trucking industry. An estimated 85 to 90 percent of nearly 1,000 graduates of TOP's full-time eight-week driver training program have gone to work, piloting the big diesel rigs that highball along the highways and freeways moving freight, new Detroit automobiles or San Joaquin Valley produce or half a hundred other kinds of loads.

In addition to its daytime training and education program for those who never before could break into an occupation that can pay as much as $20,000 a year, TOP has a part-time evening Upgrade project to help men employed in lower level jobs raise their sights and abilities. Unlike the daytime students, those in the evening classes do not draw MDTA allowances. Yet a warehouseman or the driver of a simple bobtail truck who learns how to handle a 335 Cummins Diesel with a 40-foot van stands to gain much from investing his time. Almost 700 trainees have been through Upgrade, and a follow-up study last year showed that the average increase in earnings was $1,700 a year with some making as much as $5,000 more than before.

TOP was conceived in 1966 by James Peck, Teamsters public relations man, and Fred Schmidt, research director for UCLA's Institute of Industrial Relations, as an inside method to break the discriminatory barriers in trucking. Despite its high aims, the program encountered a few bumps in the road. In some official circles, for example, the project was questioned on the ground that the Teamsters Union was not "a recognized educational institution."

Indeed, it wasn't. But seeing TOP as a unique method of placing trainees in jobs and of upgrading men already at work, the Department of Labor and OE's Manpower Development and Training Division decided to support it as a demonstration project. Thus TOP was jointly funded for a total of some $1.5 million for the first year, with a direct contract for the training being negotiated between the union and the Office of Education, rather than taking the usual route through the State education agency. In 1969 the program received an additional $100,000 in the form of a contribution from the Alliance for Labor Action (composed of the Teamsters and the United Auto Workers). Thus union members were supporting with their dues a program set up to increase the number of skilled truck drivers.

As one observer noted, "It's a strange sight to see a union participating in a program that adds to the number of people in the labor market." Nevertheless, a recently completed study of TOP by Paul Sultan, chairman of the Graduate School of Economics, Associated Colleges of Claremont (California), indicates that the Teamsters-sponsored project is doing just that—and effectively, too. The Sultan study, accomplished with Labor Department funds under contract with the Manpower Center at UCLA's Institute of Industrial Relations, concluded among other things:

- ☐ That the mean income of TOP graduates was $1,461 per year more than that of members of a control group who hadn't been through TOP.
- ☐ That income improvement for TOP trainees is general rather than confined to a few trainees.

Dr. Sultan took a close look at 55 TOP graduates (49 percent blacks, 38 percent Mexican-Americans, and 13 percent Anglos) with a combined arrest history that included felonies, drunk driving, and narcotics violations. In this particular group he found that hourly wage rates increased from an average of $2.07 in the year before TOP training to $3.77 for the year following that training. Also, average annual

Throughout all 50 States and nothing U.S. territories a total of 1.5 million people have been helped toward new and better lives by institutional training programs similar to the Transportation Opportunity Program described in the accompanying article. These programs are authorized by the Manpower Development and Training Act (MDTA) passed by Congress in 1962 as a measure to decrease national unemployment and to increase opportunities for workers in lower level positions to upgrade themselves in their line of work. The Secretary of Labor and the Secretary of Health, Education, and Welfare share the responsibility for administering the programs.

The majority of participating trainees are enrolled in courses related to clerical and sales work and in the machine and building trades; but as exemplified by TOP, training is offered across a wide spectrum of occupations. Moreover, since the needs of many trainees extend back beyond occupational skills to basic education, elementary courses in communications and mathematics are interwoven through a number of the programs.

Federal funds for the support of MDTA projects are provided in two ways. Approximately 80 percent of the money allocated for this purpose is turned over to federally approved State vocational agencies for disbursement. The remaining 20 percent is distributed directly by Federal agencies for use in national programs. For further information, write to Howard Matthews, Director, Division of Manpower Development and Training, U.S. Office of Education, Washington, D.C. 20202.

A neat rope trick is lashing on a load quickly and securely.

earnings jumped from $2,431 during the year prior to training to $6,062 for the year after training. The gain? A whopping 149 percent.

Another aspect of TOP's success is underscored by Clarence H. Featherson, Director of the Office of Equal Employment and Compliance for the U.S. Postal Service and, as such, the official responsible for equal employment studies of the entire trucking industry. As a direct result of TOP, Featherson says, Los Angeles is "one of the bright spots in trucking for blacks." Recent economic troubles undoubtedly have had their effect, and not all those minority drivers placed after their TOP training may still be working. Featherson nevertheless says that the situation in Los Angeles today is a good deal different from that cited in Richard D. Lesser's 1965 report on "The Negro in the Trucking Industry" (part of the "Racial Policies of American Industry" series) which showed that of 11,563 trucking industry employees in Los Angeles, only 570 were black. Of the 570, only 76 were drivers, the remainder holding such lesser jobs as warehousemen, loaders, and general laborers.

TOP is run by an independent board of directors chaired by Pete Kurbatoff, president of Joint Council No. 42, and including Teamster leaders, minority community figures, and trucking industry executives. Its classrooms and certain on-truck training facilities are located in a 30,000-square-foot former electronics plant in Pico Rivera, a Los Angeles suburb abounding with warehouses and trucking firms.

Much of the learning occurs out on the highways. Teamster instructors, old pros with million-mile safety records, preside over groups of eight trainees riding with them in large diesel rigs each modified to accommodate a small "classroom" just behind the driver's seat. There the students can follow each move as their instructor wheels the tractor and its 40-foot van (chosen loaded with 30,000 pounds of canned water) through the complex shifting of gears entailed in crawling up some intimidating grades like the Ridge Route, the long steep highway that leads out of the Los Angeles Basin to the agricultural valley of central California. Trainees get their first "hands on the wheel" road driving experience on the paved bottom of the Los Angeles River, bone-dry most of the

Closer, these TOP instructors—they use the concrete bed of the Los Angeles River to teach the fundamentals of driving a truck.

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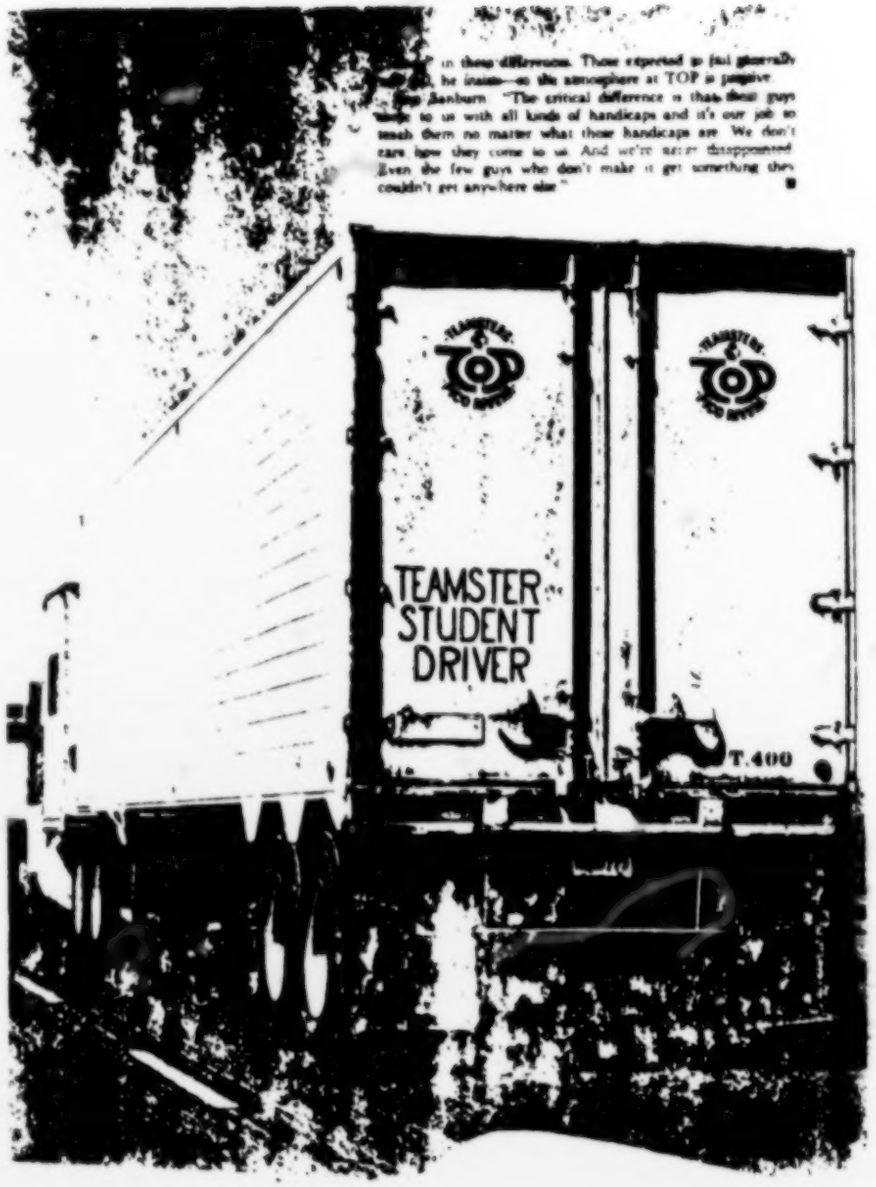
in these differences. Those expected to fail generally
, he insists—so the atmosphere at TOP is positive.
Jane Jamburn. "The critical difference is that these guys
to us with all kinds of handicaps and it's our job to
teach them no matter what those handicaps are. We don't
care how they come to us. And we're never disappointed.
Even the few guys who don't make it get something they
couldn't get anywhere else."



20. Defendants' Exhibit RRR

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DEFENDANT'S EXHIBIT RRR

TED MERRILL - BOARD CHAIRMAN
DONALD D. SANBURN - DIRECTOR

TRANSPORTATION OPPORTUNITY PROGRAM, INC.

7777 INDUSTRY AVENUE, PICO RIVERA, CALIFORNIA 90660 TELEPHONE 723-0771 · 692-0591

BOARD OF DIRECTORS

EXECUTIVE COMMITTEE

MEMBERS OF THE BOARD

OFFICERS

ETHNIC BREAKDOWN OF GRADUATES IN ENTRY PROGRAM

FROM: October 30, 1967
TO: May 12, 1972

CAUCASIANS:	291 ---	24%
BLACKS:	562 ---	43%
MEXICAN-AMERICANS:	381 ---	29%
OTHER:	56 ---	4%
TOTAL:	1,292 ---	100%

ETHNIC BREAKDOWN OF GRADUATES IN UPGRADER PROGRAM

FROM: October 30, 1967
TO: May 12, 1972

CAUCASIANS:	553 ---	54%
BLACKS:	141 ---	13%
MEXICAN-AMERICANS:	309 ---	30%
OTHER:	13 ---	3%
TOTAL:	1,016 ---	100%

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21. DEFENDANT'S EXHIBIT SSS

Selected Terminals With Minorities Shown by Union Local

Terminal & Local Union	Total Emp.	Negroes	SSA	Other	All
SFO					
% of Population		10.6%	6.4%	6.6%	23.6%
Local 70	119	8-6.7%	21-17.7%	1-0.8%	30-25.2%
Local 468	31				
Local 78	8	1-12.5%			1-12.5%
Local 856	22				
1546 I.A.M.	8		3-37.5%	1-12.5%	4-50.0%
SAT					
% of Population		6.9%	37.4%	1.1%	45.4%
Local 657	15	1-6.7%	12-80.0%		13-86.7%
OKC					
% of Population		8.5%	N/A	2.4%	10.9%
850 I.A.M.	42	1-2.4%		1-2.4%	2-4.8%
Local 886	202	9-4.5%	3-1.5%	1-0.5%	13-6.4%
MFS					
% of Population		37.5%	N/A	0.3%	37.8%
Local 667	311	47-15.1%	0	0	47-15.1%
NAS					
% of Population		17.8%	N/A	0.3%	18.1%
Local 480	258	20-7.8%	0	0	20-7.8%
DAL					
% of Population		16.0%	3.4%	0.8%	20.2%
Local 745	101	18-17.8%	1-1.0%		19-18.8%

Terminal & Local Union	Total Emp.	Negroes	SSA	Other	All
DEN					
% of Population		4.1%	6.5%	1.4%	11.9%
Local 17	143	10-7.0%	17-11.9%	1-0.7%	28-19.6%
Local 710	322	6-1.9%	2-0.6%	2-0.6%	10-3.1%
(961 Line)					
Local 961	52	23-44.2%	2-3.9%	2-0.6%	10-3.1%
I.A.M. 86	52	2-3.8%	2-3.8%	1-1.9%	5-9.6%
AFL-CIO 5	58	0			
ATL					
% of Population		22.4%	N/A	0.2%	22.6%
Local 728	117	21-17.9%			21-17.9%
I.A.M. 46	9	0	0	0	0
CHI					
% of Population		17.6%	N/A	1.1%	18.7%
Local 705	91	4-4.4%	1-1.1%	0	5-5.5%
Local 710	238	2-0.8%	7-2.9%	1-0.4%	10-4.2%
I.A.M. 701	36	2-5.6%	0	0	2-5.6%
Local 189	6	5-83.3%	0	0	5-83.3%
LOS-LAX					
% of Population		10.8%	9.3%	3.7%	23.9%
Local 208	188	24-12.8%	38-20.2%	3-1.6%	65-34.6%
Local 357	272	51-18.8%	57-21.0%	13-4.8%	121-44.5%
Local 180	395	5-1.3%	2-0.5%	2-0.5%	9-2.3%
Local 495	51	12-23.5%	11-21.6%	0	23-45.1%
I.A.M. 1186	46	4-8.7%	6-13.0%	1-2.2%	11-23.9%
ALB					
% of Population		3.3%	N/A	0.4%	3.7%
Local 294	26	0	0	1-3.8%	1-3.8%
NOB					
% of Population		16.3%	N/A	1.7%	18.0%
Local 641	189	4-2.1%	3-1.6%	0	7-3.7%

Terminal & Local Union	Total Emp.	Negroes	SSA	Other	All
NYC					
% of Population		16.3%	N/A	1.7%	18.0%
Local 560	68	1-1.5%	2-2.9%	1-1.5%	4-5.9%
ILA 1730	36	0	0	0	0
ELP					
% of Population		3.1%	43.6%	1.1%	47.8%
Local 941	59	0	38-64.4%	0	38-64.4%
KCY					
% of Population		12.1%	N/A	0.6%	12.7%
Local 41	79	0	0	1-1.3%	1-1.3%
I.A.M. 778	3	0	0	0	0
Local 552	2	0	1-50.0%	0	1-50.0%
KNX					
% of Population		7.2%	N/A	0.3%	7.5%
Local 519	97	5-5.2%	0	0	5-5.2%
PHX					
% of Population		3.4%	11.9%	2.1%	17.4%
Local 104	90	5-5.6%	6-6.7%	2-2.2%	13-14.4%
Local 274	3	2-66.6%	0	0	2-66.6%
I.A.M. 519	2	0	0	0	0
SEA					
% of Population		2.9%	N/A	3.0%	5.9%
Local 741	221	2-0.9%	0	4-1.8%	6-2.7%
Local 44	18	1-5.6%	0	1-5.6%	2-11.2%
Local 154	36	0	1-2.8%	0	1-2.8%
I.A.M. 289	35	0	1-2.9%	0	1-2.9%
STL					
% of Population		16.0%	N/A	0.4%	16.4%
Local 600	116	2-1.7%	0	0	2-1.7%
Local 688	16	0	0	0	0
I.A.M. 9	0				
Local 618	5	0	0	0	0

Terminal & Local Union	Total Emp.	Negroes	SSA	Other	All
WIN					
% of Population		8.9%	N/A	0.1%	9.0%
Local 539	201	0	0	4-2.0%	4-2.0%
POR					
% of Population		2.3%	N/A	1.5%	3.8%
Local 81	157	0	1-0.6%	0	1-0.6%
Local 255	10	1-10.0%	0	0	1-10.0%
Local 223	25	0	0	2-8.0%	2-8.0%
I.A.M. 1005	8	0	0	0	0

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22. DEFENDANT'S EXHIBIT TTT

January 21, 1972

PROPOSED RESOLUTION
NEGOTIATED TRAINING FUNDS

Whereas, the new Department of Transportation regulations concerning highway safety are now beginning to affect our members, and

Whereas, the health and safety of our membership has always been one of our prime considerations, and

Whereas, training programs can become an effective tool to promote better highway safety, as well as to increase employee productivity, and

Whereas, the more sophisticated equipment being used in our industries requires more training for entry jobs, and

Whereas, the Teamster's Transportation Opportunity Program in Los Angeles has demonstrated the feasibility of training programs, and

Whereas, many of our most experienced long-line drivers will be retiring in the next five years, and we should help to provide upgrader training to allow present members to qualify for these future openings, and

Whereas, most companies with whom Teamsters have contracts are becoming more aware of the need for training, while governmental funds to support training are becoming more scarce, and

Whereas, under the present wage-price stabilization program, it may be necessary to find alternative ways of providing employee benefits other than through direct wage payments, therefore

Be It Resolved that the Western Conference of Teamsters does hereby adopt a policy to encourage negotiation of training funds in any Teamster contracts, where feasible, in order to provide training for entry workers and upgrading training for present members.